



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

December 12, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**PUBLIC CURBSIDE REFUSE CONTAINER COLLECTION AND
DISPOSAL SERVICES FOR FLORENCE/FIRESTONE/WALNUT PARK AND
ROAD MAINTENANCE DISTRICT 3 AREAS
SUPERVISORIAL DISTRICTS 1 AND 2
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that these contracted services are exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award these contracts for Public Curbside Refuse Container Collection and Disposal Services for the Florence/Firestone/Walnut Park areas in the annual sum of \$258,612 and for Road Maintenance District 3 area in the annual sum of \$192,373 to ShelterClean, Inc., a California corporation located in Burbank, California, effective January 1, 2007, and direct the Chairman to execute these contracts. These contracts will be for a contract period of one year, which may be extended in increments of one year, not to exceed a total contract period of five years. Funds are available in Public Works' 2006-07 Road Fund budget.

4. Delegate authority to the Director to annually expend up to 10 percent of the annual contract sum for unforeseen, additional work within the scope of these contracts, if required.
5. Authorize the Director to renew these contracts for the optional years, if, in the opinion of the Director, renewal is warranted; to approve any assignments and/or mergers; to approve contractor's entity change; and to terminate them, if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to continue daily refuse collection and disposal services from public curbside containers located in the business areas within the Florence/Firestone/Walnut Park areas and Road Maintenance District 3, which includes areas within the Mesa Heights and Athens Garbage Disposal Districts. Public Works has been contracting for these types services through contracts within Garbage Disposal Districts since 2000. The services in these areas will expire on December 31, 2006. Public Works has determined that services for daily refuse collection and disposal services from public curbside containers should be awarded in separate contracts in order to adequately perform the work and achieve the desired program outcome. The continuation of these services is necessary to ensure that the above-described business areas are maintained in a reasonable state of cleanliness and to reduce blight from pedestrian littering.

Implementation of Strategic Plan Goals

This recommended action is consistent with the County Strategic Plan Goals of Service Excellence and Fiscal Responsibility because maintaining the collection of public refuse in the business areas protects the environment and the health and safety of the Florence/Firestone/Walnut Park areas residents as the contractor has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner.

FISCAL IMPACT/FINANCING

There will be no impact on net County cost. The Florence/Firestone/Walnut Park area contract is for an annual amount not to exceed \$258,612, plus 10 percent for unforeseen, additional work within the scope of work of the contract. The Road Maintenance District 3 area contract is for an annual amount not to exceed

\$192,373, plus 10 percent for unforeseen, additional work within the scope of work of the contract. These amounts are based on the contractor's annual bid amounts. These contracts will commence on January 1, 2007, for a period of one year. With Board approval, these contracts may be renewed at the Director's option from year to year for a total contract period not to exceed five years. Funds for these contracts' first year are available in Public Works' 2006-07 Road budget.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for these services. Based on the cost calculations, Public Works has determined that these services can be more economically performed by an independent contractor than by County employees. These Proposition A contracts do not allow for a cost-of living adjustment for the optional years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed contracts have been executed by the contractor and approved as to form by County Counsel.

The work is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in County Code Section 2.1221.380 have been met.

Since these are Proposition A contracts, Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from CEQA pursuant to Section 15301 of the State CEQA Guidelines and Class 1, Section (x) (22) of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On August 17, 2006, Public Works solicited proposals from 196 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure A) and an advertisement was placed in the *Los Angeles Times*.

Pursuant to the applicable memorandum of understanding, the RFP for these contracted services was submitted on August 15, 2006, to the Local 660 Union for review before being released to the public. The Union declined to meet with Public Works.

On September 20, 2006, two proposals were received for both areas. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. Upon evaluation of the two proposals, it was determined that both met the minimum requirements as set forth in the RFP. An evaluation committee consisting of Public Works staff then evaluated these two proposals. The committee's evaluation was based on criteria described in the RFP, which included price, experience, work plan, financial statement analysis, and demonstrated controls over payroll and record keeping. One proposer was disqualified for submitting an inappropriate work plan for both areas. Based on this evaluation, it is recommended the contracts for both areas be awarded to the responsive and responsible proposer, ShelterClean, Inc., a California corporation, located in Burbank, California, which has been determined to be responsive and responsible.

Enclosure B reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

These contracts contain terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment (revised), jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability Insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted safety records that reflect its past activities have been conducted according to reasonable standards of safety.

The Honorable Board of Supervisors
December 12, 2006
Page 5

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services that will exceed the approved not-to-exceed amount, scope of work, terms and conditions, and/or duration.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will not result in the displacement of any County employees as most of these services are presently contracted with the private sector.

CONCLUSION

Enclosed are three copies of the contract for each area. Upon approval, please return the Contractor Execute and Department Conform copies to this office. The original Board Execute copy should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

BB

P:\aspub\CONTRACT\BARBARA\Public Curbside\FLORENCE-FIRESTONE-Board Letter-Firestone MD3- 2006.doc

Enc. 8

cc: Chief Administrative Office
County Counsel

AGREEMENT FOR
PUBLIC CURBSIDE REFUSE CONTAINER COLLECTION AND DISPOSAL
SERVICES FOR FLORENCE/FIRESTONE/WALNUT PARK AREA

THIS AGREEMENT, made and entered into this ____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and SHELTERCLEAN, INC., a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on September 20, 2006, hereby agrees to provide services as described in the attached specifications for Public Curbside Refuse Container Collection and Disposal Services for Florence/Firestone/Walnut Park Area, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Maps of Florence/Firestone/Walnut Park Area; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals are incorporated herein by reference and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an annual amount not to exceed \$258,612.00 (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing on January 1, 2007. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the monthly rate quoted in Form PW-2, Schedule of Prices.

//
//
//
//

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall contain the following: description of the work completed, date(s) the work was performed, and COUNTY-assigned Contract number. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through F, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

//

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

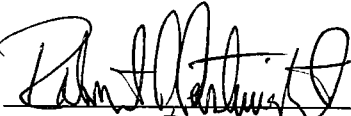
ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

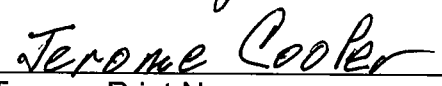
APPROVED AS TO FORM:


RAYMOND G. FORTNER, JR.
County Counsel

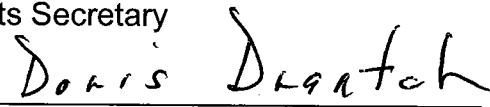
By  _____
Deputy

SHELTERCLEAN, INC.


By  _____
Its President

 _____
Type or Print Name

By  _____
Its Secretary

 _____
Type or Print Name

ALL-PURPOSE ACKNOWLEDGMENT

<p>State of <u>New York</u> County of <u>Nassau</u> On <u>November 24, 1996</u> before me <u>Dennis Connor, notary public</u> <small>NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"</small> personally appeared <u>Jerome Cooper and Doris Danteh</u> <small>NAME(S) OF SIGNER(S)</small> <input checked="" type="checkbox"/> personally known to me -OR- <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>Witness my hand and official seal.</p> <p> _____ SIGNATURE OF NOTARY</p>	<p>CAPACITY CLAIMED BY SIGNER(S) <input type="checkbox"/> INDIVIDUAL(S) <input checked="" type="checkbox"/> CORPORATE OFFICER(S) <u>President</u> <u>Secretary</u> <small>TITLE(S)</small> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____</p> <p>SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES) _____ _____ _____</p>		
<p>ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.</p> <table style="width: 100%;"><tr><td style="width: 30%; vertical-align: top;"><p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p></td><td style="width: 70%;"><p>Title or Type of Document <u>Agreement For Certificate Containin Collection</u></p><p>Number of Pages <u>3</u> Date of Document _____</p><p>Signer(s) Other Than Named Above _____</p></td></tr></table>		<p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p>	<p>Title or Type of Document <u>Agreement For Certificate Containin Collection</u></p> <p>Number of Pages <u>3</u> Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p>
<p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p>	<p>Title or Type of Document <u>Agreement For Certificate Containin Collection</u></p> <p>Number of Pages <u>3</u> Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p>		

AGREEMENT FOR
PUBLIC CURBSIDE REFUSE CONTAINER COLLECTION AND
DISPOSAL SERVICES FOR ROAD MAINTENANCE DISTRICT 3 AREA

THIS AGREEMENT, made and entered into this ____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and SHELTERCLEAN, INC., a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on September 20, 2006, hereby agrees to provide services as described in the attached specifications for Public Curbside Refuse Container Collection and Disposal Services for Road Maintenance District 3 Area, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit F, Maps of Road Maintenance District 3; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals are incorporated herein by reference and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$192,373.00 (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing on January 1, 2007. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the monthly rate quoted in Form PW-2, Schedule of Prices.

//
//
//
//

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall contain the following: description of the work completed, date(s) the work was performed, and COUNTY-assigned Contract number. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through F, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

//

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors


ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy


APPROVED AS TO FORM:


RAYMOND G. FORTNER, JR.
County Counsel

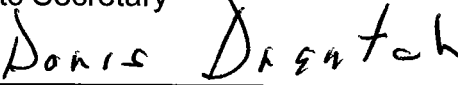
By  _____
Deputy

SHELTERCLEAN, INC.


By  _____
Its President


Type or Print Name

By  _____
Its Secretary


Type or Print Name

ALL-PURPOSE ACKNOWLEDGMENT

<p>State of <u>New York</u></p> <p>County of <u>Nassau</u> }</p> <p>On <u>November 24, 2006</u> before me <u>Dennis Connor, Notary Public</u> <small>NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"</small></p> <p>personally appeared <u>Jerome Cooper and Don Dratch</u> <small>NAME(S) OF SIGNER(S)</small></p> <p><input checked="" type="checkbox"/> personally known to me -OR- <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>Witness my hand and official seal.</p> <p> <small>SIGNATURE OF NOTARY</small></p>	<p>CAPACITY CLAIMED BY SIGNER(S)</p> <p><input type="checkbox"/> INDIVIDUAL(S)</p> <p><input checked="" type="checkbox"/> CORPORATE OFFICER(S)</p> <p style="margin-left: 20px;"><u>President</u> AND <u>Secretary</u></p> <p><small>TITLE(S)</small></p> <p><input type="checkbox"/> PARTNER(S)</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER: _____</p> <p>SIGNER IS REPRESENTING:</p> <p>NAME OF PERSON(S) OR ENTITY(IES)</p> <p>_____</p> <p>_____</p> <p>_____</p>		
<p>ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.</p> <table style="width: 100%;"> <tr> <td style="width: 30%; vertical-align: top;"> <p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p> </td> <td style="vertical-align: top;"> <p>Title or Type of Document <u>Agreement For Car Wash Collection</u></p> <p>Number of Pages <u>3</u> Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p> </td> </tr> </table>		<p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p>	<p>Title or Type of Document <u>Agreement For Car Wash Collection</u></p> <p>Number of Pages <u>3</u> Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p>
<p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p>	<p>Title or Type of Document <u>Agreement For Car Wash Collection</u></p> <p>Number of Pages <u>3</u> Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p>		

Part II Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

SHELTERCLEAN, INC.

FOR

PUBLIC CURBSIDE REFUSE CONTAINER
COLLECTION AND DISPOSAL SERVICES FOR
FLORENCE/FIRESTONE/WALNUT PARK AREA AND
ROAD MAINTENANCE DISTRICT 3 AREA
(2006-PA005)

TABLE OF CONTENTS

AGREEMENT FOR PUBLIC CURBSIDE REFUSE CONTAINER COLLECTION AND DISPOSAL SERVICES FOR FLORENCE/FIRESTONE/WALNUT PARK AREA AND ROAD MAINTENANCE DISTRICT 3 AREA (2006-PA005)

	PAGE
AGREEMENT	1-4
EXHIBIT A Scope of Work	A.1-10
EXHIBIT B Service Contract General Requirements	
Section 1 Interpretation of Contract	
A. Headings.....	B.1
B. Definitions.....	B.1
C. Ambiguities or Discrepancies	B.2
Section 2 Standard Terms and Conditions Pertaining to Contract Administration	
A. Assurance of Compliance with Civil Rights Laws.....	B.3
B. Conflict of Interest.....	B.3
C. Consideration of Hiring County Employees Targeted for Layoffs.....	B.3
D. Consideration of Hiring GAIN/GROW Employees.....	B.3
E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement.....	B.4
F. Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	B.4
G. County Lobbyists.....	B.4
H. Nondiscrimination in Employment.....	B.5
I. County's Quality Assurance Plan.....	B.6
J. Notice to Employees Regarding the Federal Earned Income Credit..	B.6
K. Recycled-Content Paper Products.....	B.6
L. Publicity.....	B.6
M. Termination for Improper Consideration.....	B.7
N. Warranty Against Contingent Fees.....	B.7
O. Compliance with Applicable Laws.....	B.8
P. Legal Status of Contractor's Personnel at Facility.....	B.8
Q. No Payment for Services Following Expiration or Termination of Contract.....	B.8
R. Limitation of the County's Obligation Due to Non-appropriation of Funds.....	B.9
S. Gratuitous Work.....	B.9
T. Assignment and Delegation.....	B.9
U. Subcontracting.....	B.10
V. Governing Laws.....	B.10
W. Notice of Delay.....	B.10
X. Record Retention and Inspection/Audit Settlement.....	B.11
Y. Validity.....	B.12
Z. Waiver.....	B.13

	AA.	Default and Termination.....	B.13
	BB.	Notification.....	B.15
	CC.	Changes and Amendments of Terms.....	B.16
	DD.	Confidentiality.....	B.17
	EE.	Contractor's Charitable Activities Compliance.....	B.17
	FF.	Budget Reduction.....	B.17
Section 3		General Conditions of Contract Work	
	A.	Labor.....	B.18
	B.	Public Convenience.....	B.18
	C.	Cooperation.....	B.18
	D.	Care and Protection of Facilities.....	B.18
	E.	Equipment, Labor, Supervision, and Materials.....	B.18
	F.	Permits/Licenses.....	B.18
	G.	Quality of Work.....	B.19
	H.	Quantities of Work.....	B.19
	I.	Cooperation and Collateral Work.....	B.19
	J.	Authority of Public Works and Inspection.....	B.19
	K.	Safety Requirements.....	B.19
	L.	Public Safety.....	B.19
	M.	Work Area Controls.....	B.19
	N.	Transportation.....	B.20
	O.	Storage of Materials and Equipment.....	B.20
	P.	Jobsite Safety.....	B.20
	Q.	Labor Law Compliance	B.20
	R.	Overtime	B.20
	S.	Prohibition Against Use of Child Labor	B.20
Section 4		Indemnification and Insurance Requirements	
	A.	Independent Contractor Status.....	B.22
	B.	Indemnification.....	B.22
	C.	Workplace Safety Indemnification.....	B.22
	D.	General Insurance Requirements.....	B.23
	E.	Compensation for County Costs.....	B.24
	F.	Insurance Coverage Requirements for Subcontractors.....	B.24
	G.	Insurance Coverage Requirements.....	B.25
Section 5		Contractor Responsibility and Debarment.....	B.27
Section 6		Contractor Employee Jury Service Program	
	A.	Contract Subject to Jury Service Program.....	B.29
	B.	Written Employee Jury Service Policy.....	B.29
Section 7		Local Small Business Enterprise Preference Program.....	B.31
Section 8		Safely Surrendered Baby Law Program	
	A.	Notice to Employees Regarding the Safely Surrendered Baby Law..	B.32
	B.	Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.....	B.32

Section 9	Compliance with Living Wage Program	
A.	Living Wage Program.....	B.33
B.	Payment of Living Wage Rates.....	B.33
C.	Contractor's Submittal of Certified Monitoring Reports.....	B.35
D.	Contractor's Ongoing Obligation to Report Labor Law/Payroll Violation and Claims.....	B.35
E.	County Auditing of Contractor Records.....	B.35
F.	Notifications to Employees.....	B.36
G.	Enforcement and Remedies.....	B.36
H.	Use of Full-Time Employees.....	B.38
I.	Contractor Retaliation Prohibited.....	B.38
J.	Contractor Standards.....	B.38
K.	Neutrality in Labor Relations.....	B.38

EXHIBIT C Internal Revenue Service Notice 1015

EXHIBIT D Safely Surrendered Baby Law Posters

EXHIBIT E Container Location Maps - Florence/Firestone/Walnut Park Area

EXHIBIT F Container Location Listing - Road Maintenance District 3 Area

P:\aspub\CONTRACT\BARBARA\Public Curbside Refuse Container Collection and Disposal - Florence-Firestone-Walnut Park-Athens-Woodcrest-Olivita\TOC-AGREEMENT-
PROP A-3-20-06.doc

SECTION 1

SCOPE OF WORK

PUBLIC CURBSIDE REFUSE CONTAINER COLLECTION AND
DISPOSAL SERVICES FOR FLORENCE/FIRESTONE/WALNUT PARK AREA
AND ROAD MAINTENANCE DISTRICT 3 AREA (2006-PA005)

A. Public Works Contract Manager

Public Works Contract Manager for the Florence/Firestone/Walnut Park area will be Mr. Jason Simmons of Road Maintenance Division, who may be contacted at (562) 869-1176 or at jsimmon@ladpw.org, Monday through Thursday, and alternate Fridays, 7 a.m. to 5 p.m.

Public Works Contract Manager for Road Maintenance District 3 Area will be Mr. Bob Gysel, who may be contacted at (310) 348-6448 or at bgysel@ladpw.org, Monday through Thursday, and alternate Fridays, 7 a.m. to 5 p.m.

The Contract Managers may designate several Public Works Representatives (PWR) to request work from the Contractor. The Contract Managers and the PWRs are the only persons authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Managers and/or PWRs. The Contractor will be notified in writing when there is a change in Contract Managers or PWRs.

B. Work Location

Public curbside collection and disposal services are to be provided at various locations within the Florence/Firestone/Walnut Park (Florence) area and Road Maintenance District 3 area.

The Container locations for Florence are shown in Exhibit E and for Road Maintenance District 3 area are show in Exhibit F.

The routes within Road Maintenance District 3 will be primarily within the Athens area. All areas within Road Maintenance District 3 are shown on the attached list for informational purposes of this solicitation (Exhibit F).

The area boundaries shown on Exhibits E through F may be changed or altered during the term of this Contract. The addition of containers will be at the monthly price quoted in Form PW-2, Schedule of Prices, Item 2.

C. Work Description

1. Scope of Service

The work to be accomplished shall include the furnishing of all administration, labor, supervision, material, equipment for the collection, transportation, disposal of refuse collected from all public curbside refuse containers in the business areas of the Florence and Maintenance District 3 areas. The current number of public curbside containers furnished by Public Works, which are located on or with a public or private road easement for pedestrians to dispose of refuse are as follows:

- a. Florence area (high density) – 87 containers
- b. Road Maintenance District 3 area – 65 containers

2. Disposal of Collections

The Contractor shall dispose of all refuse collected at permitted facilities pursuant to the Los Angeles County Code, Title 20 and all other Federal, State, and local laws and regulations. Please note, as shown in Exhibit E, trash receptacles are located within close proximity of shelter transit operations trash receptacles. Shelter transit trash receptacles are displayed on Exhibit E for informational purposes only and are not included in this Contract as these services are currently being provided by another Contractor.

Except as noted otherwise, Contractor shall not collect, transport, or dispose hazardous or toxic materials as defined per Federal, State, or local laws or regulations under this Contract.

3. Frequency of Collection

Contractor shall make collection of refuse in unlimited amounts from trash from trash receptacles Monday through Saturday, twice a day. The trash receptacles shall be emptied in the morning between the hours of 7 a.m. and 9 a.m. and in the afternoon between the hours of 2 p.m. and 4 p.m.

4. Holiday Collection

When the collection day falls on New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, December 25, or when any of the foregoing holidays occurs on a Saturday and/or Sunday, but is legally observed on the previous Friday and/or the following Monday, respectively, Contractor shall choose one of the following options, which shall remain in force for the life of this Contract.

- a. Collect one day prior to or one day after the holiday, provided that regular collection can be maintained on scheduled days the remainder of the week; or
- b. Provide for collection the day after the holiday and collect one day later than the regularly scheduled day during the remainder of the week.

5. Method of Collection and Vehicles; Environmental Compliance

The Contractor shall comply with all related County Ordinances, State Vehicle Codes, and all conditions and limitations in any permits or licenses under which Contractor operates.

All Contractor's vehicles used to collect, transport, and dispose of refuse shall be so constructed such that refuse will not blow, fall, sift, or leak out of the truck into the street.

Each Contractor's vehicle used to collect, transport, and dispose of refuse shall be equipped with an adequate shovel and broom. Contractor and/or its employees shall pick up any refuse, recyclable materials, and green waste deposited upon the streets, roads, highways, sidewalks, public or private property by reason of the activities of Contractor.

All Contractor's vehicles used to collect, transport, and dispose refuse shall, at all times, be kept clean, in good mechanical condition, and well painted, all to the satisfaction of the Contract Manager or PWR. All such vehicles shall be painted the same color or colors.

Only those vehicles approved by the Contract Manager or PWR for collecting refuse shall be used.

Contractor shall be responsible for maintaining established inspection and maintenance procedures to ensure that all vehicles are safe to operate within the service area at all times in accordance with the requirements promulgated by the County of Los Angeles Department of Health Services, the California Highway Patrol, the South Coast Air Quality Management District (SCAQMD), the manufacturer, and all other applicable Federal, State, County, and local laws and regulations.

Contractor shall comply with all the provisions of Rule 1193, Clean On-Road Residential and Commercial Collection Vehicles, issued by the SCAQMD for all new or replacement of vehicles purchased after July 1, 2001, for work performed under this Contract. Contractor shall comply with all the provisions of the Diesel Particulate Matter Control Measures as prescribed under Title 13 of the California Code of Regulations, Division 3, Chapter 1, Article 4, Section 2020 et seq. Contractor shall provide the Director/Designee a report to include compliance with all the

requirements, best available control technology used on each engine or collection vehicle in its fleet as required by the implementation schedule in subsection (c), if requested, a copy of approval for compliance extension from the Executive Officer of the Air Resources Board, and description of the Diesel Emission Control Strategy Special Circumstances. Upon request, Contractor shall provide copies of all records kept as prescribed by Section 2021.2 of Title 13 CCR. A report containing above information shall be submitted by December 31, 2006, and annually thereafter by December 31 of each year through the life of this Contract.

All drivers employed by Contractor as well as those employed by the subcontractor, if applicable, shall have the required drivers licenses issued by the California Department of Motor Vehicles to operate the specific class of vehicles used in providing the required services in the service area. It shall be the responsibility of Contractor to monitor the drivers' driving performance and records.

Should the Contract Manager or PWR at any time give notification to Contractor that any designated collection vehicle or other conveyance is not in compliance with the Contract Manager, PWR, the County of Los Angeles Department of Health Services (Health Officer), and/or the SCAQMD's standards, such vehicle or other conveyance shall be forthwith removed from service by Contractor and not again so employed hereunder until inspected and approved by the Contract Manager or PWR and/or the Health Officer. Contractor shall be held responsible for maintaining the collection schedule in such action.

All Contractor's vehicles and equipment used in the collection of refuse shall be kept in a clean, sanitary place at all times when not in use.

Contractor shall comply with all laws and regulations relating to the parking or storage of such vehicles and equipment.

6. Collections are Contractor's Property

All refuse, and other discarded objects described herein, shall be and become the Contractor's property upon collection.

7. Standard of Performance

The foregoing work shall be done in a thorough and professional manner to the satisfaction of the Contract Manager or PWR. The Contract Manager or PWR will approve or disapprove Contractor's performance under this Contract.

8. Additional Refuse Collections

The Contractor may be required upon oral or written request from the Contract Manager or PWR to go back and collect and dispose of any refuse left in the public curbside trash receptacles. This shall be accomplished on any day or days designated by the Contract Manager or PWR using reasonable business efforts. In emergency situations as determined by the Contract Manager or PWR, the Contractor shall collect the refuse within 24 hours of receiving the oral or written request.

9. Entering Private Property

Unless otherwise specified in this Contract, Contractor shall not be under any obligation to enter private courts or places or other private property to make collections under this Contract, except by order of the Contract Manager or PWR.

If, for any reason, the Contractor elects to encroach upon private properties, the Contractor shall first obtain permission from the Contract Manager or PWR and written permission in writing from the owner. The Contractor shall provide evidence of such permission in writing to the Contract Manager or PWR prior to entering upon such properties.

The Contractor shall indemnify and hold the County harmless from all claims of damages occasioned by such work or activity, whether done in compliance with this Section and with permission or in violation of this section without permission.

10. Lead Person

Contractor shall assign a lead person whose responsibility shall be to represent Contractor's operation in the field and who shall serve as liaison between Contractor's crews in the field and the County. The lead person shall spend as much time supervising the collection routes as is needed to accomplish the provisions of these Specifications.

The lead person shall be provided with a separate vehicle, other than a vehicle used for the collection of refuse. Within ten days of the award of this Contract, Contractor shall inform the Contract Manager or PWR of the name, title, and telephone number of the assigned lead person.

11. Public Convenience and Safety

The Contractor's operations shall cause no unnecessary public inconvenience. The access right of the public in the streets and alleys shall be considered at all times. The Contractor shall provide all safety measures necessary to protect the public and workers.

D. Permits/Licenses

Contractor shall be fully responsible for possessing and keeping current and/or obtaining any required licenses/permits from the appropriate Federal, State, or local authorities for work to be accomplished under this Contract, including but not limited to, required Waste Collection Permit issued by the County Department of Health Services.

E. Uniforms

All employees of Contractor shall be dressed with uniformity and in clean uniforms furnished by Contractor to the satisfaction of the Contractor Manager or PWR. The uniform shall bear Contractor's name and logo, if applicable. Contractor shall maintain an array of uniforms in various sizes for use by new employees.

Contractor's employees shall not remove portions of their uniform while working under this Contract. No employee shall start work unless the employee is dressed in a clean uniform. Contractor shall furnish each employee a set of rain gear that shall be carried in the vehicle for use in case of inclement weather.

F. Communications

Contractor shall provide a telephone system in operation at its main office to the Contract Manager or PWR from 8 a.m. to 5 p.m., Monday through Friday, except on legal holidays to receive instructions from the Contract Manager or PWR.

Contractor shall have cell phones and/or a mechanism of communication in place to receive instructions and confer with the Contract Manager or PWR, and the crew during operations in order to sufficiently respond to the specifications of the Contract.

The Contract Manager or PWR and the County Sheriff and Fire Departments shall be provided with an emergency telephone number where the Contractor or its representative may be reached and who will return any emergency call as soon as possible, and in any event within one hour.

G. Hours and Days of Service

Unless specified otherwise by the Contract Manager or PWR, the hours of services shall be 7 a.m. to 4 p.m., Monday through Friday each week, except legal holidays when the service shall be done before or after such holiday. Work hours in the service area may be altered, when necessary, with the written approval of the Contract Manager or PWR. In the event that it has become evident that Contractor may not be able to complete its daily scheduled work within the above-specified business hours due to circumstances beyond Contractor's control as defined in Exhibit B, Section 2.AA, Default and

Termination, Contractor shall immediately notify the Contract Manager or PWR so that necessary measures can be taken to maintain the scheduled service without delay or interruption.

H. Equipment

Contractor shall be required to provide stakebody vehicles or other refuse collection vehicles, approved by the Contract Managers or PWRs with a mechanical or hydraulic tailgate lift for the collection of bulky item materials. Contractor shall provide adequate and suitable equipment, vehicles and skip loaders necessary to perform the work.

I. Special Safety Requirements

Contractor and its employees/agents shall be expected to observe and comply with all applicable Cal/OSHA, Federal, State, and County safety requirements while performing these services. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. Contractor shall train its employees to identify, and not to collect hazardous or infectious waste.

J. Storage Facilities

Public Works will not provide storage facilities for Contractor.

K. Fees and Gratuities

Contractor shall not, nor shall Contractor permit any agent, employee, or subcontractor employed by Contractor, to request, demand, or accept, either directly or indirectly, any compensation or gratuity from any person, firm, or corporation, other than the service area, for the collections made therein except as herein provided.

L. Project Safety Official

Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with Contractor's Injury and Illness Prevention Program and Code of Safe Practices. Contractor's Project Safety Official shall be available at all times to abate any potential safety hazard and shall have the authority and responsibility to shut down an operation, if necessary. Failure by Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as Contractor is in compliance.

M. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements the County may, in lieu of other remedies provided by law or this Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision for the assessment of liquidated damages nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of this Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;
 - b. The parties are both experienced in the performance of the Contract Work;
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to this Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the contract work in accordance with the terms and conditions of this Contract at the Proposal price;
 - d. The parties are not under any compulsion to contract;
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of this Contract;
 - f. It would be difficult for the County to prove the loss resulting from nonperformance, untimely, negligent, or inadequate performance of the work; and
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

3. The County may in its sole discretion require the Contractor to pay the County, or the County may withhold from monies due the Contractor, the sums of liquidated damages specified below for Contractor's failure of its duty to perform the contract as specified.
 - a. Failure to maintain the collection schedule during the hours of service as defined in Exhibit A, Paragraph I, Hours and Days of Service - \$50 per day not collected on the scheduled day.
 - b. Failure to remedy a complaint which is found to be justified by the Contract Manager or PWR within 24 hours after notification by the Contract Manager or PWR - \$200 per 24-hour period for each complaint.
 - c. Leaking or spilling refuse, recyclable materials, electronic and/or green waste and failure to pick up such refuse, recyclable materials, electronic, and/or green waste - \$75 per each occurrence.
 - d. Leaking or spilling hydraulic fluid, or other liquid and failing to pick up, or lean up those substances immediately - \$100 per each occurrence.
 - e. Failure to answer the telephone during the hours specified in these Specifications - \$25 per each occurrence.
 - f. Failure to maintain any truck for collecting refuse, recycling, electronic and green waste in accordance with the Specifications after one warning by the Contract Manager or PWR - \$200 per occurrence.
 - g. Failure to submit any required reports and/or proof of collection in the time frame as specified in these Specifications - \$200 per occurrence.
 - h. Failure to maintain the hours of operation between 7 a.m. and 4 p.m. - \$200 per truck per occurrence per day.
 - i. Failure to follow Special Safety Requirements specified in these Specifications - \$250 per occurrence.
 - j. Failure to maintain the required insurance to provide evidence of insurance coverage acceptable to the County - \$1,000 per occurrence and \$500 each day thereafter.
 - k. Failure to provide notice of change in insurance certificate or renewal certificate - \$100 per occurrence and \$300 for each day thereafter.

The Contract Manager may decline to levy liquidated damages if it is found that the definition of the incidents is caused by a strike, accident, or similar occurrence beyond the control of the Contractor as defined in this Exhibit B, Section 2.AA, Default and Termination. In the event that the Contract Manager determines to levy liquidated damages, the Contract Manager will notify the Contractor in writing. The County will thereupon deduct the amount of such liquidated damages from any payment, which is due to Contractor or which thereafter becomes due. The determination by the Contract Manager will be final and conclusive.

P:\aspub\CONTRACT\BARBARA\Public Curbside Refuse Container Collection and Disposal - Florence-Firestone-Walnut Park-Athens-Woodcrest-Olivita\EXHIBIT A-SOW.doc

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation, or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work or Work. The entire contemplated work of construction, maintenance, repair to be performed, and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm, or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Reasonable Business Efforts. Means those good faith efforts a reasonably prudent business Person would expend under the same or similar circumstances in the exercise of that Person's business judgment, intending to take steps calculated to satisfy the obligation, which that Person has undertaken to satisfy.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. **Ambiguities or Discrepancies**

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, gender, national origin, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with its EEO Certification.

B. Conflict of Interest

1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.
2. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose,

consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply the Contractor with the poster to be used.

F. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. County Lobbyists

The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor or County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of the this Contract upon which the County may, at its sole discretion, immediately terminate or suspend this Contract.

H. Nondiscrimination in Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.
2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).
3. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from, participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project program, or activity supported by this Contract.
6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the County.
7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its sole option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

I. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

J. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

K. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

L. Publicity

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:
 - a. The Contractor shall develop all publicity material in a professional manner.

- b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions, or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
- c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. Termination for Improper Consideration

- 1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, California 91803-4737.
- 3. Among other items, such improper consideration may take the form of cash; discounts; services; or the provision of travel, entertainment, or tangible gifts.

N. Warranty Against Contingent Fees

- 1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial

or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. Contractor shall indemnify and hold the County harmless from and against any and all liability costs, damages, expenses including, but not limited to, defense costs and attorney's fees arising from any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and all of its employees performing services under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain from all employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603), as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

Q. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the

Contractor. This provision shall survive the expiration or other termination of this Contract.

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with Exhibit B, Section 2.CC, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment by Contractor

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.
2. Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default of the Contractor.

U. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Director, at the Director's sole and absolute discretion. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.
2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.
5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay

the timely performance of this Contract, that party shall, within one day, give notice thereof, including all relevant information with respect thereto, to the other party.

X. Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, other proof of payment, timecards, sign-in/sign-out sheets, other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of the Contractor to comply with any of the provisions of this paragraph X shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds

that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in its sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to, non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subsection X.4 relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in the County, provided that if any such materials and information is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

Y. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

Z. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of the County to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

AA. Default and Termination

1. Default

- a. The County may, subject to the provisions of subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - i. If the Contractor has materially breached this Contract; or
 - ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or
 - iii. If the Contractor fails to perform any of the other provisions of this Contract or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five working days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- b. In the event the County terminates this Contract in whole or in part pursuant to this Subsection, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight

embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause or the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2.AA.3, Termination for Convenience.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishing supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
- c. The appointment of a Receiver or Trustee for the Contractor.
- d. The execution by the Contractor of an assignment for the benefits of creditors.

- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge; however, and notwithstanding:

- a. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
- b. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion, which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in this Exhibit's Section 2.F, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA.1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

BB. Notification

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary, or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

CC. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor or if delegated by the Board, the Director and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided; however, the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.
4. The Board or the County's Chief Administrative Officer may require the addition and/or change of certain contract terms and conditions during the term of this Contract. The County reserves the right to add and/or change such provisions as are required by the Board or the Chief Administrative Officer. To implement such changes, an amendment or change order will be prepared by Public Works for execution by the Contractor and the Director.

DD. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

EE. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

FF. Budget Reduction

The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.

SECTION 3

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves. All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by the Contractor in responding to the County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by the County.

I. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

J. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

K. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

L. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works jobsites.

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and

layout of all equipment and materials at each jobsite will be subject to the Director's approval.

N. Transportation

The County will not provide transportation to and from the jobsite, and will not provide travel around the limits of the jobsite.

O. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

P. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

Q. Labor Law Compliance

The Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

R. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

S. Prohibition Against Use of Child Labor

1. The Contractor shall:

- a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

- b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County;
 - c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and
 - d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes including, but not limited to, Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, including, but not limited to, claims or damages for property damage, personal injury, death, claims, or damages under the Comprehensive Environmental Response, Compensation, and Liability Act, the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial. The Contractor shall not be obligated to indemnify the County for the active negligence of the County.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify the County and hold harmless includes all investigations and

proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract.
 - b. Clearly evidence all coverage required in this Contract.
 - c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its Special Districts, officials, officers, and employees as insureds for all activities arising from this Contract.
 - e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. **Insurer Financial Rating** - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.
4. **Failure to Maintain Coverage** - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
5. **Notification of Incidents, Claims, or Suits** - The Contractor shall report to the County's Contract Manager:
 - a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).
3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
 - a. Each Accident: \$1 million
 - b. Disease - policy limit: \$1 million
 - c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the

Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

SECTION 5

CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have

the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- G. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors of the Contractor.

SECTION 6

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an

exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 7

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

que no se encuentre en un hospital o en un cuartel de bomberos del Condado de Los Angeles.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

SECTION 9

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1, incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth immediately below, for the employees' services provided to the County, including, without limitation, "travel time" as defined below in subsection 5 of this Section 9.B under this Contract:
 - a. Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or
 - b. Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Living Wage Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which

are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "travel time" shall have the following two meanings, as applicable: 1) with respect to travel by an employee that is undertaken in connection with this Contract, travel time shall mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time; and 2) with respect to travel by an employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), travel time shall mean any period during which an employee physically travels to, from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.
2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's employees are working. Contractor shall also distribute County-provided notices to each of its employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of employees the posters and handouts.

G. Enforcement and Remedies

1. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.
2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due, or if the report submitted does not contain all of the required information, is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time. The liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

- c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
- 3. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment: If Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time. The liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination: Contractor's failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
- 4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person, or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder or to further the organization of collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

**Department of the Treasury
Internal Revenue Service
Notice 1015**

(Rev. December 2005)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2005 are less than \$37,263 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015
(Rev. 12-2005)

No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafe-la.org



State of California
Governor Arnold Schwarzenegger

Health and Human Services Agency
Chairman/Secretary

Department of Social Services
Director



Los Angeles County Board of Supervisors

Robert Velasco, Supervisor, First District
Yvonne Brown, Supervisor, Second District
Zab Lomax, Supervisor, Third District
Rick Kohn, Supervisor, Fourth District
Miguel Antonovich, Supervisor, Fifth District

This initiative is a partnership between LA and INCB-LINC of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Condado de Los Angeles
Agencia de Salud y Servicios Humanos
Departamento de Servicios Sociales
Comisión de Niños y Adolescentes

Consejo de Supervisores del Condado de Los Angeles
Comisión de Supervisores de Niños y Adolescentes
Comisión de Supervisores de Niños y Adolescentes
Comisión de Supervisores de Niños y Adolescentes
Comisión de Supervisores de Niños y Adolescentes

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

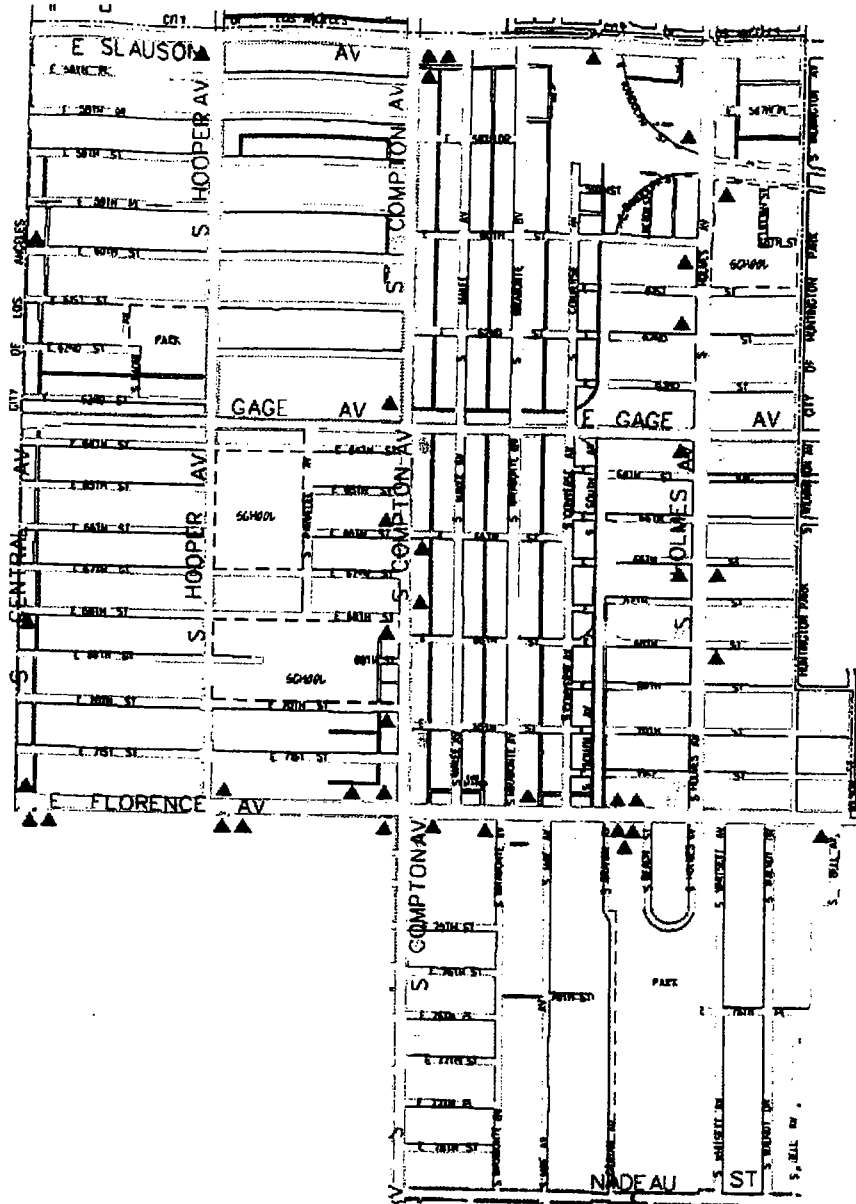
Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

CONTAINER LOCATION MAPS - FLORENCE/FIRESTONE/WALNUT PARK AREA



SEE SHEET 2

CONTRACT TRASH RECEPTACLE



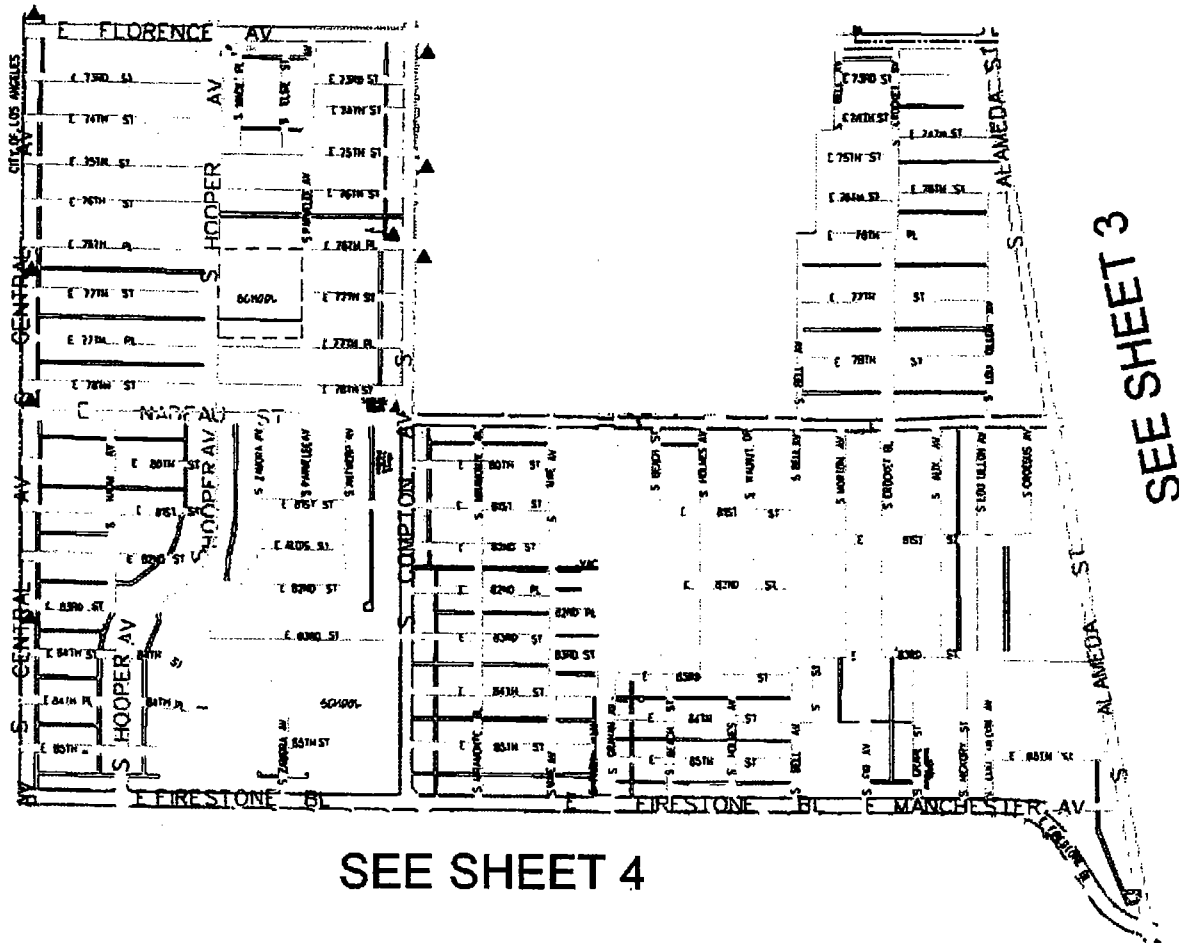
SHELTER TRASH RECEPTACLE

Public Curbside Refuse Container Collection & Disposal

PROJECT I.D. No.
RMDXXXXXXOBJECT
MEOBJECT
ENGINEER R. GORDILLO C.E. NO.
C 66437LOS ANGELES COUNTY DEPT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION - DISTRICT 4T.G.
674-704FILENAME
FLORENCESCALE
N.T.SSHEET
1 OF 7

CONTAINER LOCATION MAPS – FLORENCE/FIRESTONE/WALNUT PARK AREA

SEE SHEET 1

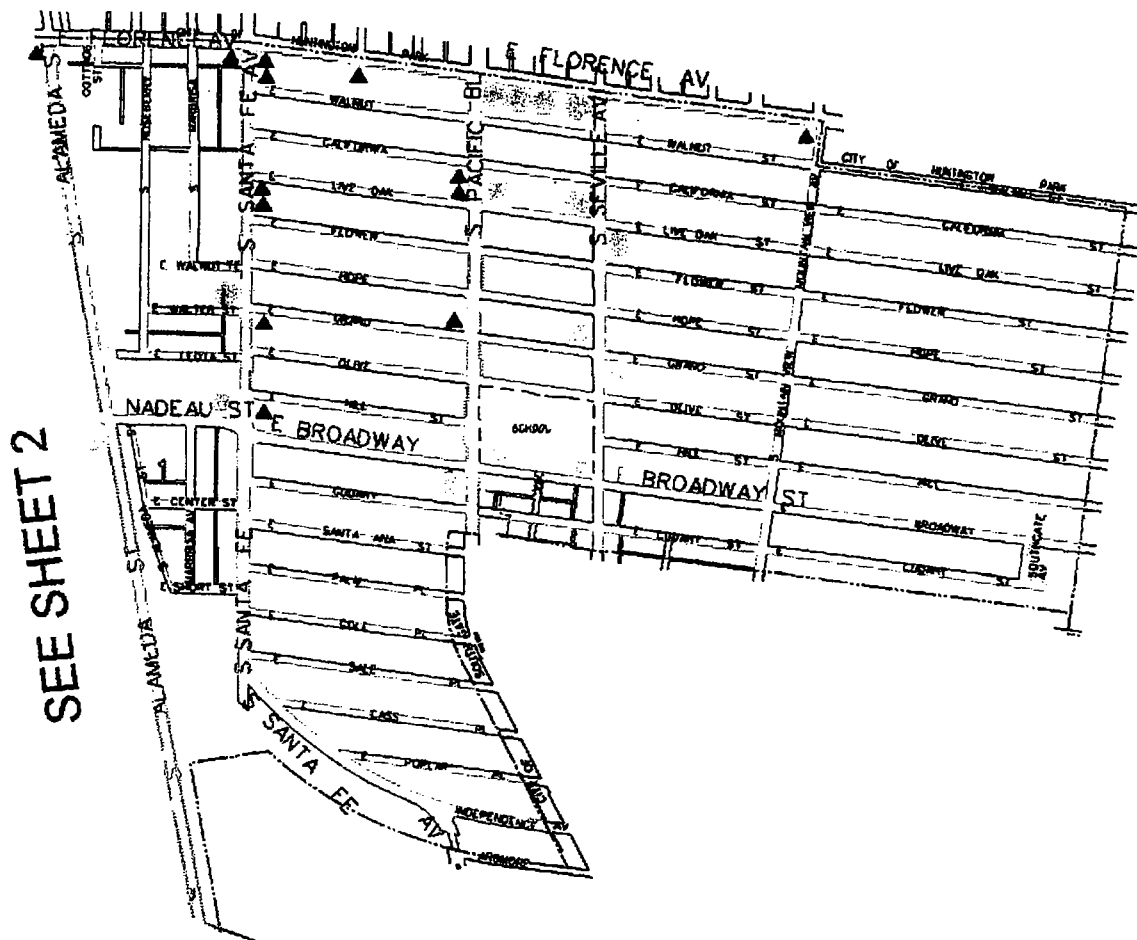


SEE SHEET 4

CONTRACT TRASH RECEPTACLE
 ▲ SHELTER TRASH RECEPTACLE

PROJECT 4E	Public Curbside Refuse Container Collection & Disposal				PROJECT I.D. No. RMDXXXXXXX		
PROJECT ENGINEER	R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 674-704	FILENAME FLORENCE	SCALE N.T.S	SHEET 2 OF 7

CONTAINER LOCATION MAPS - FLORENCE/FIRESTONE/WALNUT PARK AREA



★ CONTRACT TRASH RECEPTACLE

▲ SHELTER TRASH RECEPTACLE

Public Curbside Refuse Container Collection & Disposal

PROJECT I.D. No.
RMDXXXXXXX

OBJECT
ME

OBJECT
ENGINEER

R. GORDILLO C.E. NO. 66437

LOS ANGELES COUNTY DEPT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION - DISTRICT 4

T.G.
674,675,704,705

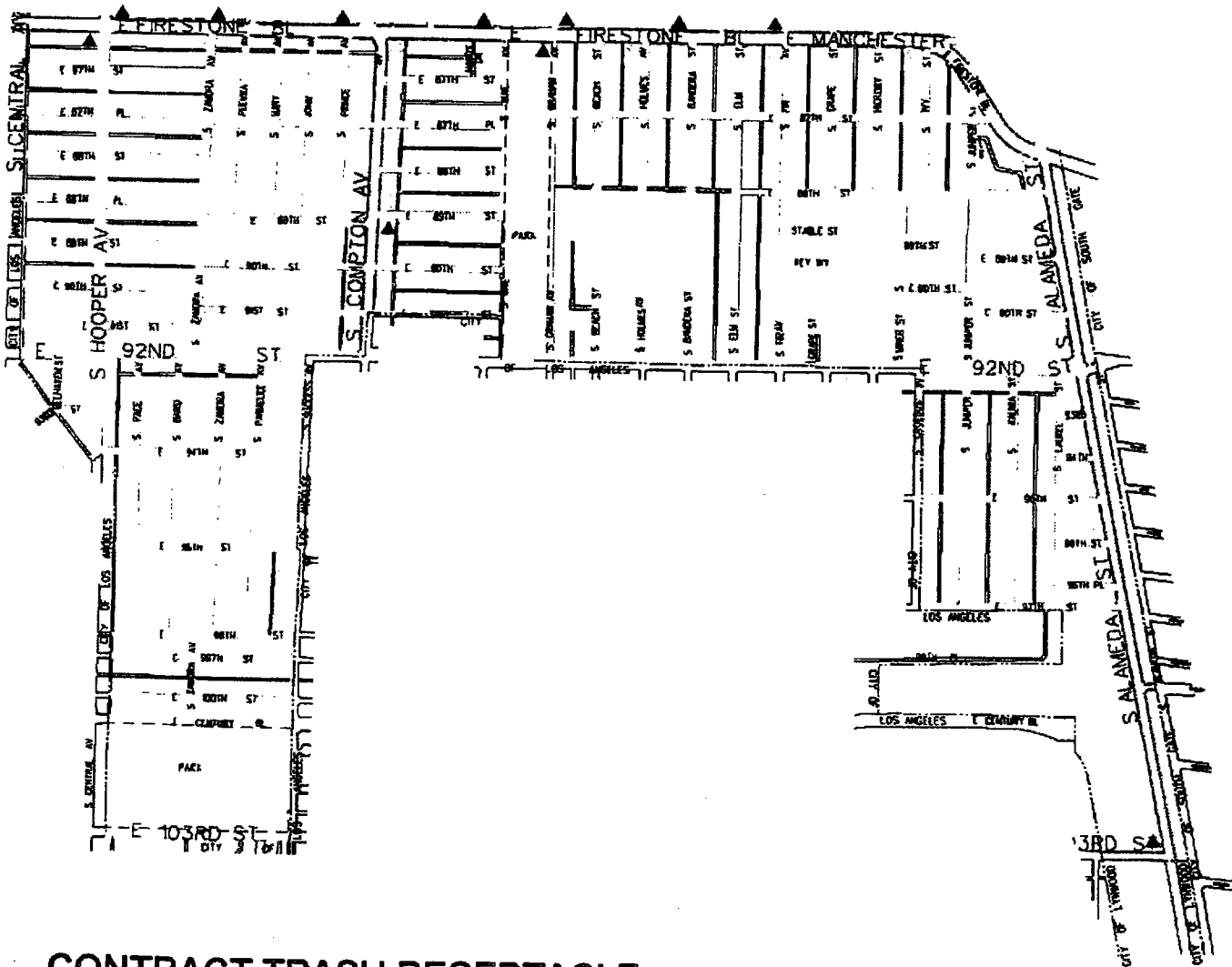
FILENAME
FLORENCE

SCALE
N.T.S

SHEET
3 OF 7

CONTAINER LOCATION MAPS – FLORENCE/FIRESTONE/WALNUT PARK AREA

SEE SHEET 1



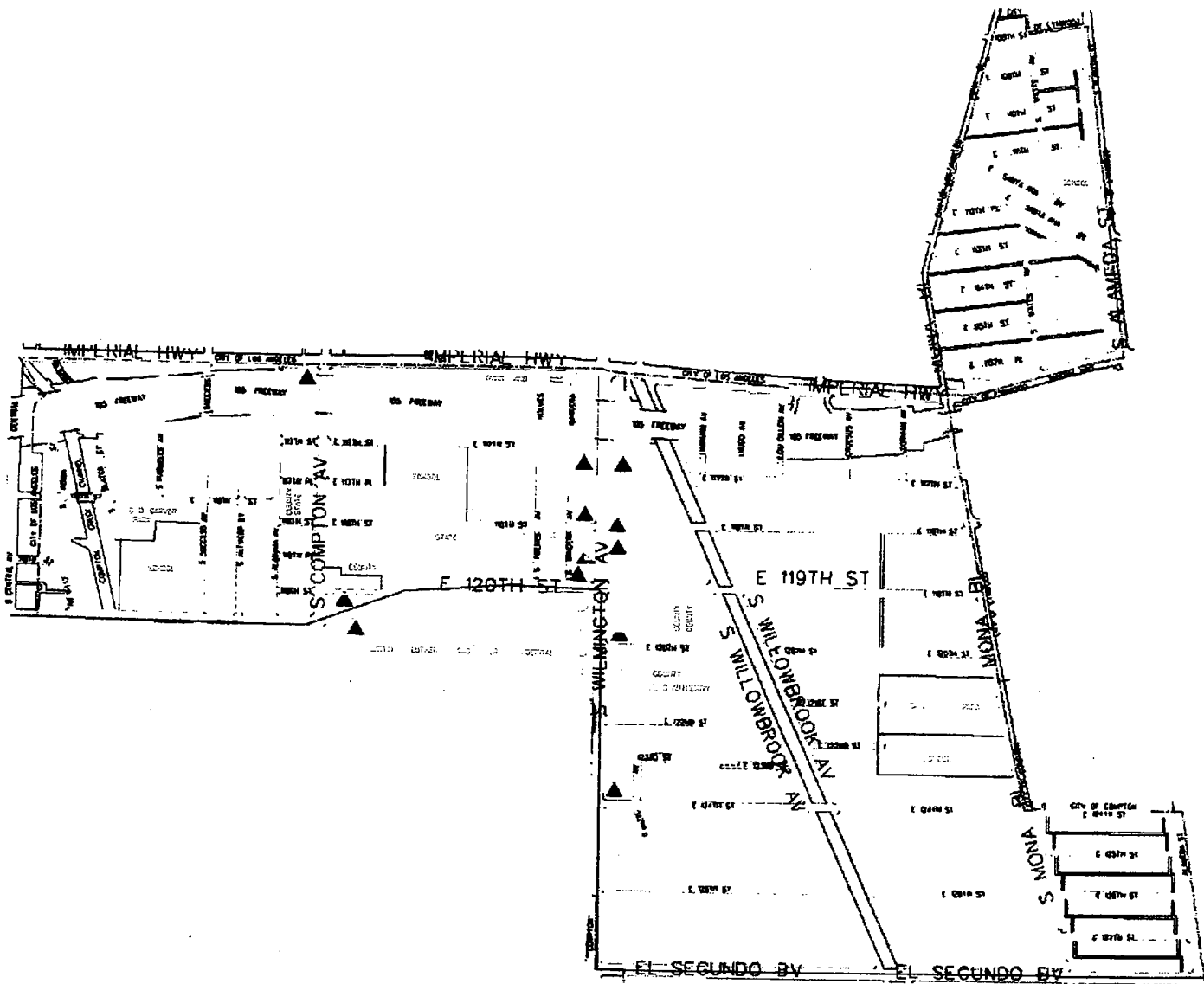
CONTRACT TRASH RECEPTACLE

▲ SHELTER TRASH RECEPTACLE

Public Curbside Refuse Container Collection & Disposal

PROJECT I.D. No.
RMDXXXXXXXJECT
EJECT
INEER R. GORDILLO C.E. NO. 66437LOS ANGELES COUNTY DEPT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION - DISTRICT 4T.G.
704FILENAME
FLORENCESCALE
N.T.SSHEET
4 OF 7

CONTAINER LOCATION MAPS – FLORENCE/FIRESTONE/WALNUT PARK AREA



SEE SHEET 6

CONTRACT TRASH RECEPTACLE



SHELTER TRASH RECEPTACLE

PROJECT NAME	Public Curbside Refuse Container Collection & Disposal					PROJECT I.D. NO. RMDXXXXXXX	
PROJECT ENGINEER	R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 704 - 734	FILENAME FILENAME	SCALE N.T.S.	SHEET 5 OF 7

EL SEGUNDO BV

EL SEGUNDO BV

SCHOOL

CHURCH

NONA BV

E. 1st St

E. 2nd St

E. 3rd St

E. 4th St

E. 5th St

E. 6th St

E. 7th St

E. 8th St

E. 9th St

E. 10th St

E. 11th St

E. 12th St

E. 13th St

E. 14th St

E. 15th St

E. 16th St

E. 17th St

E. 18th St

E. 19th St

E. 20th St

E. 21st St

E. 22nd St

E. 23rd St

E. 24th St

E. 25th St

E. 26th St

E. 27th St

E. 28th St

E. 29th St

E. 30th St

E. 31st St

E. 32nd St

E. 33rd St

E. 34th St

E. 35th St

E. 36th St

E. 37th St

E. 38th St

E. 39th St

E. 40th St

E. 41st St

E. 42nd St

E. 43rd St

E. 44th St

E. 45th St

E. 46th St

E. 47th St

E. 48th St

E. 49th St

E. 50th St

E. 51st St

E. 52nd St

E. 53rd St

E. 54th St

E. 55th St

E. 56th St

E. 57th St

E. 58th St

E. 59th St

E. 60th St

E. 61st St

E. 62nd St

E. 63rd St

E. 64th St

E. 65th St

E. 66th St

E. 67th St

E. 68th St

E. 69th St

E. 70th St

E. 71st St

E. 72nd St

E. 73rd St

E. 74th St

E. 75th St

E. 76th St

E. 77th St

E. 78th St

E. 79th St

E. 80th St

E. 81st St

E. 82nd St

E. 83rd St

E. 84th St

E. 85th St

E. 86th St

E. 87th St

E. 88th St

E. 89th St

E. 90th St

E. 91st St

E. 92nd St

E. 93rd St

E. 94th St

E. 95th St

E. 96th St

E. 97th St

E. 98th St

E. 99th St

E. 100th St

E. 101st St

E. 102nd St

E. 103rd St

E. 104th St

E. 105th St

E. 106th St

E. 107th St

E. 108th St

E. 109th St

E. 110th St

E. 111th St

E. 112th St

E. 113th St

E. 114th St

E. 115th St

E. 116th St

E. 117th St

E. 118th St

E. 119th St

E. 120th St

E. 121st St

E. 122nd St

E. 123rd St

E. 124th St

E. 125th St

E. 126th St

E. 127th St

E. 128th St

E. 129th St

E. 130th St

E. 131st St

E. 132nd St

E. 133rd St

E. 134th St

E. 135th St

E. 136th St

E. 137th St

E. 138th St

E. 139th St

E. 140th St

E. 141st St

E. 142nd St

E. 143rd St

E. 144th St

E. 145th St

E. 146th St

E. 147th St

E. 148th St

E. 149th St

E. 150th St

E. 151st St

E. 152nd St

E. 153rd St

E. 154th St

E. 155th St

E. 156th St

E. 157th St

E. 158th St

E. 159th St

E. 160th St

E. 161st St

E. 162nd St

E. 163rd St

E. 164th St

E. 165th St

E. 166th St

E. 167th St

E. 168th St

E. 169th St

E. 170th St

E. 171st St

E. 172nd St

E. 173rd St

E. 174th St

E. 175th St

E. 176th St

E. 177th St

E. 178th St

E. 179th St

E. 180th St

E. 181st St

E. 182nd St

E. 183rd St

E. 184th St

E. 185th St

E. 186th St

E. 187th St

E. 188th St

E. 189th St

E. 190th St

E. 191st St

E. 192nd St

E. 193rd St

E. 194th St

E. 195th St

E. 196th St

E. 197th St

E. 198th St

E. 199th St

E. 200th St

E. 201st St

E. 202nd St

E. 203rd St

E. 204th St

E. 205th St

E. 206th St

E. 207th St

E. 208th St

E. 209th St

E. 210th St

E. 211th St

E. 212nd St

E. 213rd St

E. 214th St

E. 215th St

E. 216th St

E. 217th St

E. 218th St

E. 219th St

E. 220th St

E. 221st St

E. 222nd St

E. 223rd St

E. 224th St

E. 225th St

E. 226th St

E. 227th St

E. 228th St

E. 229th St

E. 230th St

E. 231st St

E. 232nd St

E. 233rd St

E. 234th St

E. 235th St

E. 236th St

E. 237th St

E. 238th St

E. 239th St

E. 240th St

E. 241st St

E. 242nd St

E. 243rd St

E. 244th St

E. 245th St

E. 246th St

E. 247th St

E. 248th St

E. 249th St

E. 250th St

E. 251st St

E. 252nd St

E. 253rd St

E. 254th St

E. 255th St

E. 256th St

E. 257th St

E. 258th St

E. 259th St

E. 260th St

E. 261st St

E. 262nd St

E. 263rd St

E. 264th St

E. 265th St

E. 266th St

E. 267th St

E. 268th St

E. 269th St

E. 270th St

E. 271st St

E. 272nd St

E. 273rd St

E. 274th St

E. 275th St

E. 276th St

E. 277th St

E. 278th St

E. 279th St

E. 280th St

E. 281st St

E. 282nd St

E. 283rd St

E. 284th St

E. 285th St

E. 286th St

E. 287th St

E. 288th St

E. 289th St

E. 290th St

E. 291st St

E. 292nd St

E. 293rd St

E. 294th St

E. 295th St

E. 296th St

E. 297th St

E. 298th St

E. 299th St

E. 300th St

E. 301st St

E. 302nd St

E. 303rd St

E. 304th St

E. 305th St

E. 306th St

E. 307th St

E. 308th St

E. 309th St

E. 310th St

E. 311th St

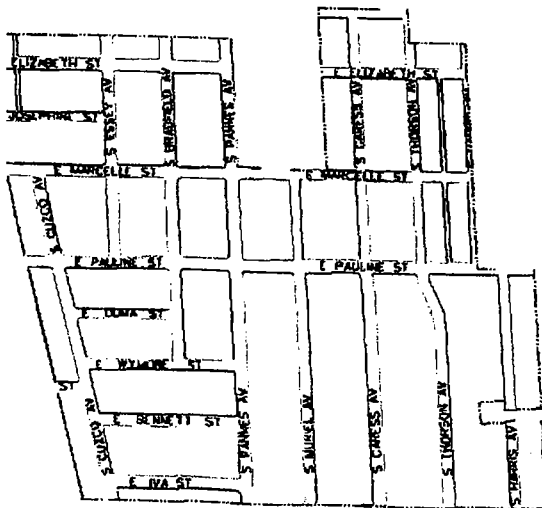
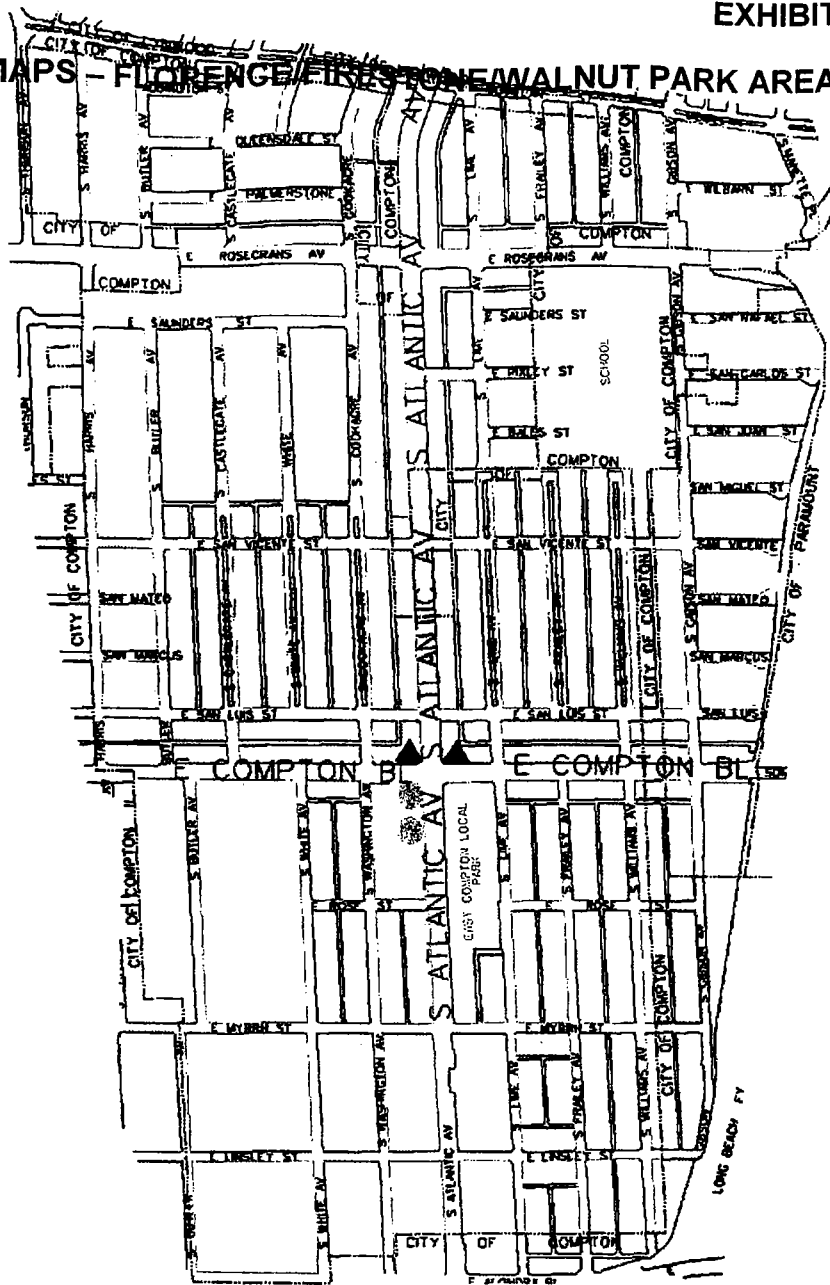
E. 312nd St

E. 313rd St

E

▲ SHELTER TRASH RECEPTACLE

CONTAINER LOCATION MAPS - FLORENCE/FIRESTONE/WALNUT PARK AREA



● CONTRACT TRASH RECEPTACLE
 ▲ SHELTER TRASH RECEPTACLE

Public Curbside Refuse Container Collection & Disposal

PROJECT I.D. No.
RMDXXXXXX

CT
 R. GORDILLO C.E. NO. 66437
 LOS ANGELES COUNTY DEPT OF PUBLIC WORKS
 ROAD MAINTENANCE DIVISION - DISTRICT 4

T.G.
735FILENAME
FILENAMESCALE
N.T.S.SHEET
7 OF 7

CONTAINER LOCATION LISTING - ROAD MAINTENANCE DISTRICT 3 AREA

Equipment	Description
647622	AVALON BL @ ALLEY N/O 135TH ST (N/W CORNER), 1 EA
647623	CRENSHAW BL @ 132ND ST (N/E CORNER), 1 EA
647624	EL SEGUNDO BL @ AVALON BL (N/W CORNER), 1 EA
647625	EL SEGUNDO BL @ CENTRAL AV (N/W & S/W CORNERS), 2 EA
647626	EL SEGUNDO BL @ MAIN ST (N/W CORNER), 1 EA
647627	FIGUEROA ST @ REDONDO BEACH BL (N/E CORNER), 1 EA
647628	MANHATTAN BCH BL (S/S) @ LEMOLI AV, 1 EA
647629	NORMANDIE AV @ SPRR XNG (N/W CORNER), 1 EA
647630	NORMANDIE AV @ 120TH ST (N/E CORNER), 1 EA
647631	ROSECRANS AV @ AVALON BL (N/W & S/W CORNERS), 2 EA
647632	ROSECRANS AV @ SAN PEDRO ST (S/W CORNER), 1 EA
647633	WESTERN AV (E/S) S/O COLLEGE ENTRANCE RD, 1 EA
647634	WESTERN AV (W/S) S/O COLLEGE ENTRANCE RD, 1 EA
647635	WESTERN AV @ HARVARD AV (S/E CORNER) - LOCATION UNKNOWN / D.N.E.
647636	CENTURY BL (S/S) E/O & W/O NORMANDIE AV, 2 EA
647637	HAWTHORNE BL (E/S) N/O 111TH ST, 1 EA
647638	HAWTHORNE BL (E/S) N/O LENNOX BL, 1 EA
647639	HAWTHORNE BL (W/S) S/O LENNOX BL, 1 EA
647640	HAWTHORNE BL (W/S & E/S) @ 105 FWY, 2 EA
647641	HAWTHORNE BL @ 104TH ST (S/W CORNER), 1 EA
647642	HAWTHORNE BL @ 111TH ST (S/W CORNER), 1 EA
647643	HAWTHORNE BL @ LENNOX BL (N/E CORNER), 2 EA
647644	HAWTHORNE BL @ LENNOX BL (N/W CORNER), 1 EA
647645	HAWTHORNE BL @ LENNOX BL (S/E CORNER), 1 EA
647646	HOBART BL @ 108TH ST (N/W CORNER), 1 EA
647647	IMPERIAL HY (N/S & S/S) E/O WESTERN AV, 2 EA
647648	IMPERIAL HY (N/S) W/O WESTERN AV, 1 EA
647649	IMPERIAL HY (S/S) E/O DENKER AV, 1 EA
647650	IMPERIAL HY (S/S) @ COUNTY DPSS BLDG, 1 EA
647651	IMPERIAL HY @ DENKER AV (N/E CORNER), 1 EA
647652	IMPERIAL HY @ NORMANDIE AV (N/E & S/W CORNERS), 3 EA
647653	INGLEWOOD AV @ 104TH ST (N/W CORNER), 1 EA
647654	INGLEWOOD AV @ 104TH ST (S/E CORNER), 1 EA
647655	INGLEWOOD AV @ 104TH ST (S/W CORNER), 2 EA
647656	INGLEWOOD AV @ 111TH PL (S/W CORNER), 1 EA
647657	INGLEWOOD AV @ 111TH ST (N/E CORNER), 1 EA
647658	INGLEWOOD AV @ 111TH ST (N/W CORNER), 1 EA
647659	INGLEWOOD AV @ 111TH ST (S/E CORNER), 1 EA
647660	INGLEWOOD AV @ 112TH ST (S/W CORNER), 1 EA
647661	INGLEWOOD AV @ HN 10023, 1 EA
647662	INGLEWOOD AV @ HN 10521, 1 EA
647663	INGLEWOOD AV @ LENNOX BL (N/E CORNER), 2 EA
647664	INGLEWOOD AV @ LENNOX BL (N/W CORNER), 1 EA
647665	INGLEWOOD AV @ LENNOX BL (S/E CORNER), 1 EA
647666	INGLEWOOD AV @ LENNOX BL (S/W CORNER), 1 EA
647667	LENNOX BL @ FREEMAN AV (N/W CORNER), 1 EA
647668	LENNOX BL @ FREEMAN AV (S/W CORNER), 1 EA
647669	LENNOX BL @ GREVILLEA AV (N/E CORNER), 1 EA
647670	LENNOX BL @ PRAIRIE AV (N/W & S/W CORNERS), 2 EA
647671	LENNOX BL W/O BURIN AV (@ POST OFFICE), 2 EA

20-MAR-2006

EXHIBIT F

CONTAINER LOCATION LISTING - ROAD MAINTENANCE DISTRICT 3 AREA

Equipment	Description
647673	NORMANDIE AV @ 97TH ST (S/W CORNER), 1 EA
647674	SLAUSON AV (N/S & S/S) E/O & W/O @ LA TIJERA BL, 2 EA
647675	SLAUSON AV (N/S) E/O LA BREA AV, 1 EA
647676	SLAUSON AV (N/S) W/O OVERHILL DR, 1 EA
647677	SLAUSON AV (N/S & S/S) E/O & W/O CORNING AV, 2 EA
647678	SLAUSON AV (S/S) E/O SHENANDOAH AV, 1 EA
647679	STOCKER ST (S/S) @ DON MIGUEL DR (BUS ST), 2 EA
647680	STOCKER ST (S/S) @ VALLEY RIDGE AV (BUS ST), 1 EA
647681	VERMONT AV @ 98TH ST (N/W & S/W CORNERS), 2 EA
647682	WESTERN AV @ 105TH ST (S/E CORNER), 1 EA
647683	WESTERN AV @ 108TH ST (N/E CORNER), 1 EA
647684	WESTERN AV @ 110TH ST (S/E CORNER), 1 EA
647685	WESTERN AV (W/S) S/O 111TH ST, 1 EA
647686	WESTERN AV @ LOHENGRIN ST (N/W CORNER), 1 EA

Equipment Selected:

65



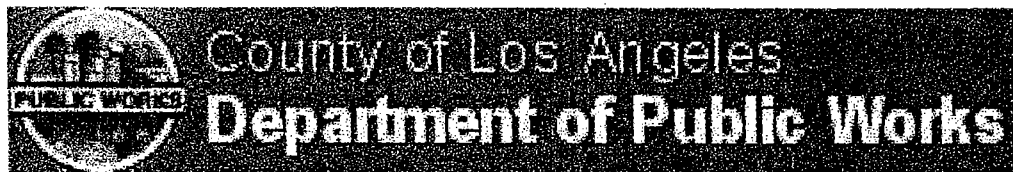
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

**Public Curbside Refuse Container
Collection and Disposal Services**

RFP 2006-PA005

PROPOSAL

 **COPY**



COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

Public Curbside Refuse Container Collection and Disposal Services

RFP 2006-PA005

CALIFORNIA OPERATIONS

ShelterCLEAN, Inc.

2514 North Naomi Street • Burbank, CA 91504-3235

Phone 818.846.1300 • Fax 818.846.3242

ShelterCLEAN, Inc.

2475 Lemon Avenue • Signal Hill, CA 90755

Phone 562.595.6166 • Fax 562.595.6196

ARIZONA OPERATIONS

ShelterCLEAN of Arizona, Inc.

3640 East Washington Street • Phoenix, AZ 85034

Phone 602.220.0687 • Fax 602.220.0689

NEW YORK CITY HEADQUARTERS

G.T.J. Company, Inc.

444 Merrick Road, Suite 370 • Lynbrook, NY 11563

Phone 516.881.3535 • Fax 516.881.3555

Transit Maintenance
ShelterCLEAN

2514 North Naomi Street, Burbank, CA 91504/818.846.1300/fax 818.846.3242/info@shelterclean.com

September 20, 2006

Ms. Barbara Baiz
Contract Manager
County of Los Angeles Department of Public Works
900 South Fremont Avenue
Alhambra, California 91803-1331

Re: RFP 2006-PA005 Public Curbside Refuse Container Collection and Disposal Services

Dear Ms. Baiz:

ShelterCLEAN, Inc., a subsidiary of G.T.J. Company, Inc. is pleased to present its proposal for refuse container collection and disposal services. We are confident of our ability to perform the duties outlined in the scope of work and comply with all administrative functions related to the project. We currently provide like services for the Department in unincorporated areas of south and north Los Angeles County.

For nearly two decades, ShelterCLEAN has been a leader in providing transit stop maintenance service programs. ShelterCLEAN manages and services over seven thousand bus stops in the Greater Los Angeles Metropolitan Region. These include over eight hundred mixed-amenities stops for Los Angeles County, and the six thousand, five hundred stop system for Orange County Transportation Authority. ShelterCLEAN and its affiliates also install, clean, and manage over five thousand privately owned advertising bus stop shelters located throughout the metropolitan Los Angeles and New York City areas. All our transit stop projects include the collection and disposal of refuse.

Our proposal shall remain valid for a period of 180 days from the date above. During this period of proposal evaluation, you may direct any questions regarding ShelterCLEAN, Inc. and the proposal to Mr. Alan Mudge, General Manager, at the address and telephone number above. For questions regarding the G.T.J. Company, or other corporate issues please contact Mr. Stan Brettschneider, Vice President, 444 Merrick Road, Suite 370, Lynbrook, New York 11563, (516) 881-3545.

It would be our pleasure to be part of the Department's efforts to efficiently and effectively provide its citizens and visitors with quality service. Our offering includes not only the minimum requirements sought by your agency, but also the expertise that a company like ours can offer. Our management team is available to meet with the Department of Public Works to further expand upon our proposal.

Very truly yours,


Jerome Cooper
President

Table of Contents

SECTION A

Qualifications, Related Experience and References	1
Project Management	5
Labor Resources	6
Work Performance	7
Project Organization Chart	7
Related Experience	8
References	9
Staff and Support Services/Résumés	10
Work Plan	19
Controls	22
Subcontractors	24
Financial Statements	25
Licenses and Certifications	26
Insurance	27
Record Keeping	28

SECTION B

Required Proposal Forms	33
-------------------------	----

Section

A

Qualifications, Related Experience and References

ShelterCLEAN, Inc. and Affiliates

The ShelterCLEAN team is ready to serve the County of Los Angeles Department of Public Works with comprehensive and quality-driven bus stop maintenance services. The ShelterCLEAN team consists of the G.T.J. Company, Inc., its affiliates and subsidiaries, and includes many of this country's oldest and most responsible names in transit management and ancillary services. This proposal is presented by ShelterCLEAN, Inc., a subsidiary of the G.T.J. Company, Inc.. ShelterCLEAN, Inc. is a domestic California corporation, headquartered in Burbank.



ShelterCLEAN, Inc. services 10,000 bus shelters and bus stops in Southern California with a fleet of sixty well-equipped, radio-dispatched trucks.

For over one hundred years, affiliates of ShelterCLEAN have managed transit services in some of the most difficult operating environments in the United States. Our complete team of operating employees, experienced supervisors, and seasoned professionals are committed to working in partnership with agency policymakers and contract managers to ensure that only the very best service is provided.

BUS STOP MAINTENANCE

Trust in the contractor and the quality of the services it provides are the essential ingredients of a successful operation. **ShelterCLEAN** will provide the service that the County of Los Angeles Department of Public Works expects and deserves.

An industry leader since the beginning of modern transit service

While many companies that provide services to the transit industry struggle to claim a few years of experience, and only a few such companies have been in business for more than a decade, **ShelterCLEAN** pioneered bus shelters in Southern California and has been the leader in bus stop maintenance over twenty-three years. Its East Coast affiliates have been providing transit related operational and maintenance services for decades.



Well-trained and enthusiastic employees are key to the successes achieved by **ShelterCLEAN** and its affiliates.

ShelterCLEAN has been a lead player in bus stops, shelters and related street furniture maintenance, repair, installation services and administration of programs. Our company is a part of the largest bus stop shelter cleaning and maintenance company in the country, and regularly cleans over five thousand shelters in New York City and Los Angeles, and over ten thousand mixed-amenities bus stops located throughout Southern California and in the cities of Glendale and Phoenix, Arizona.

Professional management with in-depth expertise and a proven track record

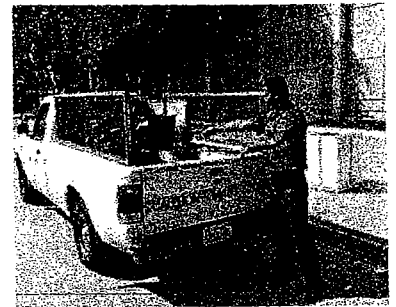
Municipal and Transit Agencies that have contracted with **ShelterCLEAN** include the County of Los Angeles Department of Public Works, City of Los Angeles Department of Transportation, Orange County Transportation Authority, and the

BUS STOP MAINTENANCE

Cities of Irwindale, Lake Forest, and Lancaster. **ShelterCLEAN of Arizona** recently secured a multiyear contract with the city of Phoenix to service nearly three thousand bus stops and eleven passenger facilities and park and ride locations. Our East Coast affiliates have held long-term agreements with the New York City Department of Transportation, MTA New York City Transit, the New York City Department of Education, school districts throughout Nassau and Westchester Counties, the New York City Human Resources Administration, and Hunter College.

Ability to provide services under virtually any condition

With our California headquarters in Burbank and a satellite facility in Signal Hill, we can respond in all of Los Angeles and Orange Counties within an hour and often within minutes. In short, **ShelterCLEAN** can efficiently provide service in virtually any environment; it already does.



Our crews are ready to respond and cover a large geographical area in Southern California.

Profile of the Company

ShelterCLEAN is experienced in all aspects of the manufacture, installation, maintenance, and refurbishing of street furniture, the maintenance of bus stops and transit centers, and the removal of graffiti; **ShelterCLEAN** is the second-largest such company in the country. In the year 2000 **ShelterCLEAN** was acquired by the G.T.J. Company, a New York based organization with over one hundred years experience in managing transit operations and providing ancillary services.

The G.T.J. Company also owns Shelter Express, the largest shelter cleaning and maintenance company in the country. Sharing the same facility with Shelter Express is MetroClean Express, a company primarily involved in the maintenance and protection of traffic during roadway construction projects.

BUS STOP MAINTENANCE

ShelterCLEAN was incorporated as a domestic California corporation in 1989. The corporation employs eighty-six people in southern California at two locations. Its main office is located in Burbank; an additional office is located in Signal Hill. Our Arizona operation is based in Phoenix and staffs a management, administrative, and field crew of thirty-two people. Eight other offices are maintained by the company's affiliates in New York City. The earliest of the New York City operations was incorporated in 1894. A list of the companies is shown in the table below (Table 1).

Table 1

<i>Company</i>	<i>Address(es)</i>	<i>Size of Facility</i>	<i>Year Founded</i>	<i>No. of Employees</i>
<i>ShelterCLEAN Main Office & Maintenance Facility</i>	2514 North Naomi Street Burbank, CA 91504-3235	20,000 ft ²	1989	50
<i>ShelterCLEAN Southern Area</i>	2475 Lemon Avenue Signal Hill, CA 90755-3462	10,000 ft ²		36
<i>ShelterCLEAN Of Arizona</i>	3640 East Washington Street Phoenix, AZ 85034	6,200 ft ²	2006	32
<i>Shelter Express MetroClean Express GumBusters N.Y.</i>	53-01 Vernon Boulevard Long Island City, NY 11101	50,000 ft ²	1987	110
<i>GTJ REIT, Inc. Parent Corporation</i>	444 Merrick Road, Suite 370 Lynbrook, NY 11563	N/A	1925	20
<i>TFM Paratransit</i>	626 Wortman Avenue Brooklyn, NY 11208-5439	479,785 ft ²	1998	125

Project Management

ShelterCLEAN is proud that it has developed an employee benefits and incentive program that has enabled it to maintain a well-trained and long tenured staff and crew. This project will be based from our Signal Hill facility with our existing County of Los Angeles Department of Public Works project. The facility allows minimal travel time to the project areas and refuse disposal transfer stations we currently use.

1. Management Staff

Alan Mudge will oversee the project ensuring contract compliance and assisting Pamela Garvin in invoice detail. Alan will coordinate the startup of the project, procuring the equipment, vehicles, and assisting staff with recruitment. He will monitor field procedures and performance and see that it follows the work plan we have outlined here in this proposal.

Rafael Mendez will provide direct oversight and management of field crews and operations and be the primary conduit of information and communication between ShelterCLEAN and the County of Los Angeles Department of Public Works. Field supervisors report directly to Rafael.

Alfredo Perez is our current County of Los Angeles Department of Public Works Field Supervisor. He is responsible for inspecting and ensuring crew work quality and adherence to company policies and procedures. He will report directly to Rafael Mendez. He will also assist field crews when necessary to carry out the requirements of the project.

2. Operations Personnel

The County of Los Angeles Department of Public Works field crews will include experienced route technicians and trash hot spot specialists. Upon awarding of the contract, additional people will be hired if necessary, and trained per the specifications

BUS STOP MAINTENANCE

of the contract and as outlined in the labor-hour allocation chart and Cost Methodology and Staffing Chart (Form LW-8)

3. Administrative Staff

Pamela Garvin will provide monthly detailed invoicing and records to the County of Los Angeles Department of Public Works relying on and verifying the information supplied by Operations.

Claudia Soltero will be responsible for the management and oversight of database system in Signal Hill. Her primary functions will be fielding calls, radio dispatching and helping the operations manager with route and work order organization and distribution. Claudia will log in the necessary information needed for monthly invoicing and record keeping.

Myrna Mudge, Maintenance Operations Administrator, will provide support in all areas of the project including administrative functions, data management, personnel and field operations.

4. Corporate Executive Staff

Jerome Cooper, President and Stan Brettschneider, Vice President, will be available to support the local management and administrative staff with capital funding, large equipment acquisitions, and contract guidance and compliance.

Labor Resources

ShelterCLEAN estimates the following labor hours will be required to perform the various tasks required in this contract.

Task	Person-hours per week required for task completion
Refuse Collection (Florence/Walnut)	416.0 hours
Refuse Collection (District 3)	312.0 hours

BUS STOP MAINTENANCE

Work Performance

The project manager and other key personnel are as follows;

Project Manager.....Alan Mudge

Operations ManagerRafael Mendez

Field SupervisorAlfredo Perez

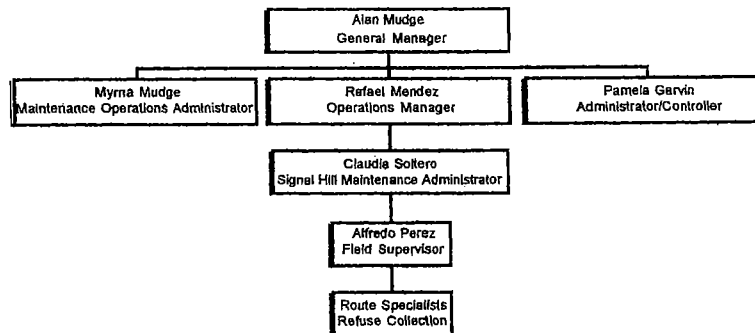
Professional back office support will be provided at no additional charge beyond the costs specified in the cost methodology (7. General & Administrative Costs). The key individuals providing this professional support are as follows:

Administrator.....Pamela Garvin

Project Administrator.....Claudia Soltero

Maintenance Operations AdministratorMyrna Mudge

Project Organization Chart



Related Experience

In April 2003, ShelterCLEAN was awarded a multi-year contract with the County of Los Angeles Department of Public Works to provide maintenance and repair services of nearly eight hundred bus stops in the south and north unincorporated areas of the county. The project includes daily trash collection at each stop, cleaning and repair of approximately five hundred bus shelters, benches, and solar powered bus stop signs, graffiti removal, and installation and relocation service of street furniture. The project is part of the county's compliance obligation with the National Pollutant Discharge Elimination System permit program.

Under the present master agreement with CBS Outdoor and CBS/Decaux of Southern California, ShelterCLEAN is responsible for the assembly, installation, maintenance, repair, removal, refurbishing, and administration of over two thousand, two hundred bus stop shelters, public amenities kiosks (PAK), and newsstands. The company's service area stretches from the North Los Angeles County (Antelope Valley), to South Orange County, with most work centered in the Los Angeles basin. Daily trash collection is a critical part of our service for the street furniture programs.

ShelterCLEAN is the bus stop maintenance contractor for the Orange County Transportation Authority for eleven years (1994-2002, 2003-present), maintaining approximately 6,500 bus stops. The company's crews perform monthly preventive maintenance cycles as well servicing approximately two thousand, five hundred trash "hot spots" every week.

ShelterCLEAN, Inc. is a licensed California state contractor (license number 805534, C61/D34/D42) to install transit shelters, street furniture and other types of prefabricated structures. Our D42 classification allows us to install non-electrical signs and posts.

All the requirements of ShelterCLEAN's working agreements are in good standing and represent better than "satisfactory performance."

References

Fredrick Wong, Supervising Engineer

Los Angeles County Department of Public Works,
900 South Fremont Avenue, Ninth Floor, Alhambra, CA 91802-1460
(626) 458-3907

William Batory, Senior Technician Stops and Zones

Orange County Transportation Authority,
550 South Main Street, Fourth Floor, Orange, CA 92613-1584
(714) 560-5912 —

James Johnson, Transit Director

CBS Outdoor, 1731 Workman Street, Los Angeles, CA 90031
(323) 276-7320

Francois Nión, Managing Director

CBS/Dcaux

1731 Workman Street, Los Angeles, CA 90031-3381
(323) 276-7543

Chuck Italiano, Project Manager

City of Phoenix, Public Transit
302 North 1st Avenue, Phoenix, AZ 85003
(602) 256-3211

Yanna Loewy, Supervising Transportation Supervisor

Los Angeles Department of Transportation
221 North Figueroa Street, Suite 400, Los Angeles, CA 90012-2639
(213) 580-5421

213-580-5421

Staff and Support Services

Education and Experience

Education and experience are included in the résumés following.

Résumés

Résumés of all key personnel follow.

Stan Brettschneider

EXPERIENCE

For twenty-one years Stan Brettschneider has been involved in the field of transportation. Stan has been president of Green Bus Lines, Varsity Transit, Varsity Coach, and Satellite Parking Systems.

With Green Bus Lines, he directed overall policy and planning for a transit company operating a fleet of 227 transit buses at two privately-owned garage and maintenance facilities, fiscal planning, staff hiring and development, and budget adherence (the total operating budget of Green Bus Lines was approximately \$46 million). Stan oversaw the company's compliance with all contractual obligations and relevant city, state, and federal laws and regulations. He monitored the pension funding arrangements of Green Bus Lines' union and non-union workers and, in conjunction with the Board of Directors and Local 1179 of the Amalgamated Transit Union, established overall labor policies, including the negotiation of collective bargaining agreements and the setting of policies concerning employee discipline.

Stan is the vice president of the G.T.J. Company. He is responsible for real estate asset management of more than \$40 million of industrial and commercial real estate managed by the G.T.J. Company group. Stan directs compliance with environmental regulations, including underground storage tank inspection, removal and remediation, analyzes and develops plans for highest and best use of properties no longer used for bus service and storage, and negotiates lease terms and conditions. He reports to the board of directors on all plans and activities.

EDUCATION

New York University, New York, N.Y.

Bachelor of Arts, Economics (1972)

Jerome Cooper

EXPERIENCE

Over the past thirty years, Jerome Cooper has been active in the executive management of the G.T.J. Company and its affiliates. Since he became president of Jamaica Buses in 1994, he has instituted several programs, which have reduced costs and increased efficiency. Through an aggressive preventive maintenance program, the incidence of road calls as well as a reduction in the amount of charge outs to inventory has been materially reduced. In addition, he has instituted more effective supervision of transportation which has resulted in an improved on time performance record. He has reached out to local community groups to improve communication of the company's efforts to address problems related to bus transit, specifically, as they relate to van operations in areas serviced by the company.

He has been the executive vice president of Green Bus Lines since 1987 and involved in the negotiation of collective bargaining agreements, as well as the union/management problems relating to workers' performance and discipline. While the secretary and treasurer, he participated in financial planning incident to operations.

As director of risk management and claims disposition, to the extent such claims involved accident investigation and prevention, he has and remains responsible for the analysis, development and execution of safety programs as well as the preparation, submission and reports in response to the rules, regulations and investigations of the New York State Department of Transportation. This work entails knowledge of the fundamentals and function of bus components. In this connection, over the years he has participated in industry association conferences and seminars.

EDUCATION

Fordham University, New York, N.Y., Bachelor of Laws,

Ohio State University, Bachelor of Arts

Certifications and Licenses

Admitted to the bar in New York (1953) and Florida (1962)

Pamela Garvin

EXPERIENCE

Since 1988 Pamela Garvin has been with ShelterCLEAN, both as the company's office administrator and, for the past three years, the company's controller. She has extensive knowledge of accounting, payroll, and human resources. Pamela possesses multi-state experience in a corporate environment and strong practical experience in the development, implementation and maintenance of client records, employee files, government compliance reports and communications.

Her primary responsibilities include the set-up and management of accounting, payroll and human resource offices. Accounting responsibilities include accounts payable, accounts receivable, invoicing, all bank records and reconciliations, insurance records and files, communications with all related private and government entities and purchasing. Payroll experience includes all aspects from computation of time for weekly pay period to W-2 forms generation. She completes all tax filings, IRS and States inquiries from investigation to resolution, compliance and reporting for all child support obligations, living wage laws, and all other payroll related inquiries and demands.

EDUCATION

Glendale Community College, Glendale, Calif.

Associate of Arts (2000)

HONORS

Permanent Member of Alpha Gamma Sigma, State of California Honor Society

Rafael Mendez

EXPERIENCE

Rafael Mendez has been with ShelterCLEAN since 1991, and has worked both as a route maintenance and repair specialist as well as managing the company's operations throughout Southern California. He has extensive knowledge of the bus stop zone technical procedures and applications utilized by the County of Los Angeles Department of Public Works and Orange County Transportation Authority ("OCTA") and is a training specialist experienced in procedure and company policy.

For the past nine years Rafael's primary responsibilities included performing fieldwork for OCTA bus stop management project, including making repairs, performing preventative maintenance, and taking care of trash hot spot work when necessary. Training new or transferring employees in the County of Los Angeles Department of Public Works project is another of his major functions, along with field and shop supervision of crews. He has been instrumental in the development and implementation of policies and procedures for the County of Los Angeles Department of Public Works and OCTA projects. His current duties include overseeing the Los Angeles County and OCTA projects that includes work scheduling and assignments, field supervision, and recruiting.

Before his promotion to his managerial position Rafael worked three years performing maintenance cleaning and installing advertising posters in bus stop shelters in Orange County. Almost immediately he began learning shelter repairs including basic electrical problems and glass replacement.

EDUCATION

Fullerton College, Fullerton, Calif.

1990-91

Alan Mudge

EXPERIENCE

Alan Mudge has over twenty-six years experience in the maintenance and repair of transit facilities and street furniture. He oversees all Southern California operations, is responsible for managing the operating workforce, and develops all maintenance procedures and quality assurance programs. Alan is directly involved in all new business, from conception to start-up, and continuing through each contract.

Alan began as an entry-level route cleaner, moving through each level of the ranks to his current position as general manager. He has been instrumental in the creation, development, and implementation of maintenance, repair, and production procedures and methods relating to every aspect of transit shelter and street furniture operations.

Alan is the principal for all contracts in Southern California. He designed and implemented the work program for the Orange County Transportation Authority bus stop maintenance project, the transit centers projects and the Los Angeles County bus stop maintenance program. He works directly with all clients to continually update and improve existing procedures, always striving for better service and quality.

EDUCATION

Glendale Community College, Glendale, Calif.

Business Administration (1988, 1997-99)

CERTIFICATIONS AND LICENSES

Qualified ShelterCLEAN, Inc. for its Contractors State License, passing exam in 2002.

Myrna Mudge

EXPERIENCE

Myrna has been with ShelterCLEAN over nineteen years starting in 1987 as the Data Entry Assistant. Although she had no experience with computers or database systems, she quickly learned and mastered the applications. She quickly advanced to Maintenance Operations Assistant Administrator and then to her current position as Operations Administrator.

Her primary responsibilities are overseeing and managing all aspects of the database, records, and all administrative functions related to maintenance operations. Myrna also supervises two assistants in two offices and helps the General Manager and Supervisory Staff with personnel issues, language translation, interview and recruiting functions. She is the primary channel of communication between our Clients relating to work orders, posting, and other record-related issues.

Myrna is highly detailed and organized, maintaining a database system with hundreds of thousands of records. She directly manages the database records for all clients and will provide oversight for the County of Los Angeles Department of Public Works file that will be based from our Signal Hill Facility.

EDUCATION

General Education-Glendale Community College, 1988-1989

Alfredo Perez

EXPERIENCE

Alfredo Perez has been with ShelterCLEAN since July 2003, and has worked both as a route maintenance and repair specialist. He began as a route specialist for our County of Los Angeles Department of Public Works project quickly advancing to his current position as Field Supervisor. He has extensive knowledge of the bus stop zone technical procedures and applications utilized by the County of Los Angeles Department of Public Works and Orange County Transportation Authority ("OCTA") and is a training specialist experienced in procedure and company policy.

For the past three years Alfredo's primary responsibilities included performing fieldwork for the County of Los Angeles Department of Public Works bus stop project, including making repairs, performing preventative maintenance, and taking care of emergencies when necessary. Training new or transferring employees is another of his major functions, along with field and shop supervision of crews.

EDUCATION

Los Angeles Trade Technical School, 1995-Present.

Claudia Soltero

EXPERIENCE

Claudia has been with ShelterCLEAN since 2003 and came aboard as our Maintenance Operations Administrative Assistant for specifically for the County of Los Angeles Department of Public Works and the Southern Area Operations. She has proven to be a quick learner, especially in using the computer databases for our OCTA and Los Angeles County projects.

Her primary responsibilities are analyzing reports from field crews, disseminating the data, and entering it into our database system to create work orders and maintain a historical record for every location and the work that is performed. Claudia assists the Operations Manager with personnel issues and radio dispatching responsibilities. She also fields the many telephone calls, fax, and email requests that come in daily.

Claudia is highly detail oriented and organized, maintaining a database system with thousands of records. She will be instrumental in the steam-cleaning program keeping the records organized and coherent for quick and efficient invoicing and review.

EDUCATION

General Education-Glendale Community College, 1992-1994

Surgical Technician Certification, Concorde Career College, 1993-1994

Work Plan

We will have experienced and dedicated Crews that will perform the specific tasks of the project and be cross-trained in all tasks so that every situation can be covered quickly without disruption in service.

A Team of experienced Route Specialists will perform the refuse collection on routes created to provide logistically the most efficient service. Along with these crews, our other County crews will be able to assist and complete the job in the event problems arise.

Along with our regular staff of County of Los Angeles Department of Public Works Crews, we have the resources of an entire company that has the qualifications and experience to perform the functions in the Los Angeles County project. Our current service with County of Los Angeles Department of Public Works allows us the experience and knowledge to begin almost seamlessly.

Training

The Operations Manager, with assistance from the Field Supervisors, is responsible for the training of new employees and the review of existing and new procedures for current crewmembers. The Field Supervisors and other qualified employees will be assigned training duties under the direction of the Operations Manager. The Operations Manager will follow up, review and conduct onsite inspections of work before new employees go on their own.

Training will consist of primarily on-the-job with some degree of written text handouts and in house training meetings. Employees will be trained with an emphasis on vehicle, personal, and public safety along with a focus on quality.

New employees will work with a qualified trainer for at least two weeks before going solo. The trainer will act as a mentor for the remainder of probation (90 days) and thereafter until management and the new employee are confident.

Activities

Refuse Container Collection and Disposal

A. Personnel, Vehicles, and Equipment

1. Personnel

- Full-time personnel attached to our current County of Los Angeles Department of Public Works project will be used integrating established trash collection routes with the work areas assigned to this new project. We will recruit new or utilize ShelterCLEAN staff where necessary to carry out the requirements the contract and the scope of work. All personnel will be full-time, whether working directly on this project the entire shift or splitting their time between our other projects.
- Dedicated Route Specialists (RS) on 6:00 A.M.- 4:00 P.M., Monday through Saturday schedules. Overtime will be utilized to meet the time parameter restrictions for collection as well as the Saturday work. Each technician will be assigned an equipped vehicle as described below in item 2.
 - At an estimated average of five (5) minutes per stop, including travel and disposal but excluding breaks and lunch, each Route Specialist shall complete up to eighty-seven stops per shift, (43.5 stops x 2 visits per day) and approximately 522 per week (six days a week).
- All personnel will wear the official ShelterCLEAN uniform and identification badge while on duty.

2. Vehicles

- All Route Specialist vehicles will be Ford F150 (or equivalent) trucks equipped with bed liners, bed height extenders, bed tarps or webbing, an arrow light stick, and two-way radio.
- All vehicles will be equipped with all tools necessary to perform the work described in the Scope of Work (SOW).

BUS STOP MAINTENANCE

- All vehicles will be clearly marked with the ShelterCLEAN name, and telephone number.

B. Route Scheduling

- The operations manager will assign routes daily according to a prearranged schedule.
- Each Route Specialist will be assigned one route per day. The Route Specialist will be expected to complete the route, collecting twice a day within the timeframes specified, in a regular eight-hour shift but will be given authorization to work over to accommodate work delays or extraordinary problems found.
- Absenteeism and vacations will be handled with overtime during the week or weekends at no additional cost to the County of Los Angeles Department of Public Works.

C. Work Method

- Each Route Specialist will receive the route sheet at the start of shift. The Specialist's vehicle will be stocked with supplies, and a set of tools necessary to complete the required service and some minor repairs.
- Each Route Specialist will be expected to inspect every location listed on the route and perform the necessary service as specified in the RFP scope of work, correct any problems and report deficiencies and damage that cannot be fixed that visit. Any public safety hazard will be corrected or made safe. No site will be left until safe. Damaged trash receptacles, street furniture, or shelters will be delineated with barrier tape and/or cones until removed or repaired. Emergency hazardous situations will be called in via two-way radio or telephone when necessary.
- The Route Specialist will park off street whenever possible to service a stop. If it is necessary to park in the street curbside at the stop, the Route Specialist will use caution using arrow light stick to warn traffic. Once stopped, a delineator will be placed behind the vehicle approximately six (6) feet behind to alert drivers. If the

BUS STOP MAINTENANCE

Route Specialist's vehicle will severely disrupt traffic flow and/or block a traffic flow lane, alternate parking will be found even if it is not adjacent to the bus stop.

- Once positioned safely, the Route Specialist will perform the required maintenance specified in the SOW.
- The trash bags will be pulled from receptacle and placed in the truck. Any loose trash remaining at the bottom of receptacle/liner will be removed before a new bag is placed.
- The Route Specialist will pick up trash around the receptacle within a five-foot perimeter.
- Minor graffiti will be removed from smooth metal, plastic, and concrete surfaces providing it does not conflict with the collection schedule. Normally, if graffiti removal will take more than a couple of minutes, the Route Specialist will report it.
- The Route Specialist will record on the route sheet any problems corrected as well as those that need follow up later.
- The Route Specialist will dispose of any trash and debris at the ShelterCLEAN facility or contracted disposal station.
- The route sheet and any work orders, complete or incomplete, will be turned in daily to the office for analysis and processing.

Controls

Field Supervision

A field supervisor will devote the majority of his or her time to inspecting and evaluating the performance all field crews. This will entail driving the assigned routes of personnel and grading individual tasks with an evaluation form. The field supervisor reports directly to the operations manager.

The field supervisor will assist the operations manager in training functions and the implementation of procedures and policies. The field supervisor will be fully trained

BUS STOP MAINTENANCE

and qualified in all duties of the County of Los Angeles Department of Public Works operations should he or she be needed for special projects, service changes, vacationing and absent employees.

Vehicle and Job Safety

All employees will obey all applicable traffic laws and make every effort to work off street when the flow of traffic is a concern.

ShelterCLEAN belongs to the Department of Motor Vehicles "Pull Notice Program," which alerts us when an employee receives citations or has activity on his or her motor vehicle report. Employees are subject to disciplinary action up to and including discharge for any traffic violation or accident.

Employees are subject to disciplinary action up to and including discharge for unsafe work practices that lead to injuries or narrow escapes to themselves, co-workers, or the public.

Employees are expected to use the arrow light stick warning device, strobe light and/or other warning tools (delineators, cones, etc.) where prudent to warn other drivers of intent to stop and work in the bus stop zone.

Employees are expected to know and follow the safety procedures set forth in the ShelterCLEAN safety policy handbook (included with this proposal) as well as those established by California and federal regulatory agencies.

Records Control

ShelterCLEAN has developed a database that has complete information on all the locations, creates and stores all work orders and reports:

- All locations with pertinent information;
- Work order summaries generated monthly for billing; and
- Database researched for past work order activity.

ShelterCLEAN's information system combined with the radio-dispatched crew allows us to track a problem immediately and respond quickly.

BUS STOP MAINTENANCE

Information will be taken from completed work orders and recorded into our database creating a virtual work order for billing summaries and historical data.

Monthly Billing

A summary of activities along with an itemized list of completed work orders will be sent with monthly invoices. Invoices shall be expeditiously sent out at the closing of every month and the County of Los Angeles Department of Public Works will remit payment within thirty calendar days of the receipt and approval of invoice.

Subcontractors

ShelterCLEAN will not use subcontractors for this project.

Financial Statements

The required financial statements of ShelterCLEAN, Inc. follow.

METROASSET
RUN DATE-09/20/06

SHELTERCLEAN, INC.
COMPARATIVE BALANCE SHEETS
FOR PERIOD ENDING DECEMBER 31, 2003

PAGE 1
RUN TIME 14:23:21

ASSETS AND OTHER DEBITS

CURRENT ASSETS
CASH 107,316.08
WORKING FUNDS 73,498.78
SPECIAL DEPOSITS 1,030.19
TEMPORARY INVESTMENTS - AMORTIZED COST 1,025.00
ACCOUNTS RECEIVABLE 13,621.00
CONTRACTS RECEIVABLE 0.00
OTHER 0.00
RECEIVABLE - ASSOCIATED COMPANIES 344,774.32
CAPITAL STOCK SUBSCRIBED 3,349.98
INTEREST RECEIVABLE 0.00
MATERIALS AND SUPPLIES 0.00
LOANS/NOTES RECEIVABLE 12,000.00
PREPAYMENTS 200.79
OTHER CURRENT ASSETS 45,652.86
TOTAL CURRENT ASSETS 583,190.96

PROPERTY IN SERVICE

LAND & LAND RIGHTS 0.00
STRUCTURES 0.00
REVENUE VEHICLES 230,244.71
VEHICLE ACCESSORIES 36,726.17
REGISTERING DEVICES 0.00
SERVICE CARS AND EQUIPMENT 0.00
SHOP AND GARAGE EQUIPMENT 22,268.36
FURNITURE AND OFFICE EQUIPMENT 27,044.55
EQUIPMENT LEASED TO OTHERS 0.00
LEASEHOLD IMPROVEMENTS 0.00
OTHER 1,785.00
TOTAL PROPERTY IN SERVICE 319,183.77

INVESTMENTS AND FUNDS

NON-OPERATING PHYSICAL PROPERTY 0.00
INVESTMENTS IN ASSOCIATED COMPANIES 0.00
LONG TERM RECEIVABLES 0.00
SPECIAL FUNDS: 0.00
WORKERS COMPENSATION 0.00
INJURIES AND DAMAGES 0.00
DISABILITY INSURANCE 0.00
MISCELLANEOUS 0.00
TOTAL INVESTMENTS AND FUNDS 0.00

GOODWILL AND OTHER INTANGIBLES

DEFERRED DEBITS 1,720,407.73
DEFERRED TAX BENEFITS 0.00
TOTAL ASSETS AND OTHER DEBITS 2,622,782.46

CURRENT YEAR PRIOR YEAR

107,316.08 73,498.78
1,030.19 1,025.00
13,621.00 13,621.00
0.00 0.00
432,769.86 344,774.32
1,394.98 3,349.98
0.00 0.00
0.00 0.00
12,000.00 12,000.00
200.79 200.79
14,858.06 45,652.86
0.00 0.00
583,190.96 494,122.73

0.00 0.00
0.00 0.00
230,244.71 233,244.71
36,726.17 6,709.32
0.00 0.00
0.00 0.00
22,268.36 22,268.36
27,044.55 13,853.74
0.00 0.00
0.00 0.00
2,899.98 1,785.00
319,183.77 277,861.13

0.00 0.00
0.00 0.00
0.00 0.00
0.00 0.00
0.00 0.00
0.00 0.00
0.00 0.00
0.00 0.00
0.00 0.00
1,720,407.73 1,720,407.73
0.00 0.00
2,622,782.46 2,492,391.59

SHELTER
RUN DATE-09/20/06

PAGE 1
RUN TIME 14:22:24

SHELTERCLEAN, INC.
COMPARATIVE BALANCE SHEETS
FOR PERIOD ENDING DECEMBER 31, 2003

CURRENT YEAR PRIOR YEAR

LIABILITIES AND OTHER CREDITS

CURRENT AND ACCRUED LIABILITIES

NOTES PAYABLE BANK 0.00 14,469.20
ACCOUNTS PAYABLE 66,576.30 32,612.70
SALARIES AND WAGES PAYABLE 19,186.38 8,837.01
VACATION WAGES PAYABLE 52,309.40 40,263.52
TAXES AND HIGHWAY CHARGES ACCRUED 1,468.14 695.71
FEDERAL INCOME TAX PAYABLE 0.00 0.00
LOANS/NOTES PAYABLE ASSOCIATED COMPANIES 1,172,182.51 1,576,070.54
OTHER CURRENT LIABILITIES 23,810.52 26,970.12
DUE TO ASSOCIATED COMPANIES 203,029.59 59,400.00
TOTAL CURRENT AND ACCRUED LIABILITIES 1,550,557.84 1,760,318.80

OTHER LIABILITIES

NOTES PAYABLE - LONG TERM 0.00 0.00
DEFERRED INCOME 678.80 4,755.20
DEFERRED CREDITS - OTHER 0.00 0.00

TOTAL OTHER LIABILITIES

678.80 4,755.20

RESERVES FOR DEPRECIATION & AMORTIZATION

STRUCTURES 0.00 0.00
REVENUE VEHICLES 145,066.05 100,417.09
VEHICLE ACCESSORIES 4,918.93 1,508.87
REGISTERING DEVICES 0.00 0.00
SERVICE CARS AND EQUIPMENT 0.00 0.00
SHOP AND GARAGE EQUIPMENT 12,983.68 8,530.01
FURNITURE AND OFFICE EQUIPMENT 10,173.70 6,375.28
EQUIPMENT LEASED TO OTHERS 0.00 0.00
LEASEHOLD IMPROVEMENTS 229,387.57 229,387.57
GOODWILL & OTHER INTANGIBLES 1,208.57 684.25
OTHER 403,638.60 347,004.17

TOTAL RESERVES DEPRECIATION/AMORTIZATION

RESERVES 0.00 0.00
ALLOWANCE FOR BAD DEBTS 0.00 0.00
WORKERS COMPENSATION 0.00 0.00
INJURIES AND DAMAGES 0.00 0.00

TOTAL RESERVES

0.00 0.00

COMMON CAPITAL STOCK

ADDITIONAL PAID IN CAPITAL 0.00 0.00
UNAPPROPRIATED SURPLUS 667,907.22 380,313.42
EARNED SURPLUS - SCHEDULE A-1 0.00 0.00
UNEARNED SURPLUS 2,623,782.46 2,492,391.59

TOTAL LIABILITIES AND OTHER CREDITS

SURPLUS
RUN DATE-09/20/06

SCHEDULE A-1

SURPLUS - JANUARY 1ST
ADD / DEDUCT:
NET INCOME (LOSS) TRANSFERRED TO
EARNED SURPLUS - EXHIBIT B
NON CASH EXPENDITURES
DIVIDENDS PAID CASH
DIVIDENDS PAID NON CASH
SHAREHOLDER DISTRIBUTIONS
PAID IN EXCESS OF PAR VALUE FOR
OWN STOCK REACQUIRED
(NET DEDUCTIONS) ADDITIONS
SURPLUS AT THE END OF PERIOD

SHELTERCLEAN, INC.
COMPARATIVE SCHEDULE OF EARNED SURPLUS
FOR PERIOD ENDING DECEMBER 31, 2003

CURRENT YEAR	PRIOR YEAR
380,313.42	75,573.60
287,593.80	304,739.82
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
287,593.80	304,739.82
667,907.22	380,313.42

CASH FLOWS
RUN DATE-09/20/06

SHELTERCLEAN, INC.
STATEMENT OF CASH FLOWS
FOR PERIOD ENDING DECEMBER 31, 2003

PAGE 1
RUN TIME 14:22:27

OPERATING ACTIVITIES

NET INCOME (LOSS)

287,593.80

304,739.82

ADJUSTMENTS TO RECONCILE
NET INCOME (LOSS) TO NET CASH
PROVIDED BY OPERATING ACTIVITIES
DEFERRED INCOME TAX BENEFIT
ALLOWANCE FOR BAD DEBTS
PROVISION FOR INJURIES & DAMAGES CLAIMS
TERMINATION OF INJURIES & DAMAGES RESERVES
PROVISION FOR WORKERS' COMPENSATION CLAIM
INJURIES & DAMAGES CLAIMS PAID NET REFUNDS
WORKERS' COMPENSATION CLAIMS PAID
(PROFIT) LOSS OF UNCONSOLIDATED AFFILIATE
DEPRECIATION & AMORTIZATION
DIVIDEND INCOME NON CASH
NON CASH COMPREHENSIVE INCOME (LOSS)
NON CASH EXPENSES
AMORTIZATION OF DISCOUNT ON INVESTMENTS
(GAIN) LOSS ON SALE OF INTANGIBLES
(GAIN) LOSS ON SALE OF EQUIPMENT

0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00
58,634.43
0.00
0.00
0.00
0.00
700.00

0.00
0.00
2,296.53
0.00
0.00
2,296.53
0.00
0.00
55,039.53
0.00
0.00
0.00
0.00
8,007.61

CHANGE IN OPERATING ASSETS & LIABILITIES

OTHER RECEIVABLES
CAPITAL STOCK SUBSCRIBED
INTEREST AND DIVIDENDS RECEIVABLE
DUE FROM AFFILIATES
INVENTORIES
PREPAID EXPENSES
PREPAID INCOME TAXES
OTHER ASSETS
ACCOUNTS PAYABLE
ACCRUED PAYROLL AND VACATION PAY
WORKERS' COMPENSATION PAYABLE
INCOME TAXES PAYABLE
DUE TO AFFILIATES
OTHER CURRENT LIABILITIES
OTHER LIABILITIES

86,040.54
0.00
0.00
0.00
0.00
21,076.80
9,718.00
0.00
34,963.60
22,395.25
0.00
260,263.44
3,536.43
0.00

53,898.56
0.00
0.00
25,990.71
0.00
11,500.81
14,898.00
12,322.23
14,223.06
0.00
205,088.55
10,245.76
0.00

NET CASH PROVIDED BY OPERATING ACTIVITIES

92,314.33

94,827.32

CASH FLOWS
RUN DATE-09/30/06

SHELTERCLEAN, INC.
STATEMENT OF CASH FLOWS
FOR PERIOD ENDING DECEMBER 31, 2003

PAGE 2
RUN TIME 14:22:27

	CURRENT YEAR	PRIOR YEAR
INVESTING ACTIVITIES:		
PURCHASES OF EQUIPMENT	0.00	0.00
INVESTMENTS IN AFFILIATES	44,322.64	28,683.38
PROCEEDS FROM SALE OF EQUIPMENT	0.00	0.00
PURCHASES OF INVESTMENTS	300.00	12,704.58
ORGANIZATIONAL COSTS	0.00	0.00
PURCHASES OF GOODWILL & OTHER INTANGIBLE	0.00	0.00
SALES AND TERMINATIONS OF INTANGIBLES	0.00	0.00
PROCEEDS FROM SALE OF INVESTMENTS	0.00	0.00
NET CASH USED IN INVESTING ACTIVITIES	44,022.64	15,978.80
FINANCING ACTIVITIES:		
PROCEEDS FROM NOTES & LOANS	0.00	438.70
REPAYMENTS OF NOTES & LOANS	14,469.20	41,284.41
COMMON STOCK PURCHASE	0.00	0.00
COMMON STOCK BUYBACK	0.00	0.00
SHAREHOLDER DISTRIBUTIONS	0.00	0.00
DIVIDENDS PAID	0.00	0.00
NET CASH USED IN FINANCING ACTIVITIES	14,469.20	40,845.71
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	33,822.49	38,002.81
CASH AND CASH EQUIVALENTS AT THE BEGINNING OF THE PERIOD	74,523.78	36,520.97
CASH AND CASH EQUIVALENTS AT THE END OF THE PERIOD	108,346.27	74,523.78

SHELTERCLEAN, INC.
COMPARATIVE STATEMENT OF INCOME & EXPENSES
FOR PERIOD ENDING DECEMBER 31, 2003

	CURRENT YEAR MONTH	PRIOR YEAR MONTH	CURRENT YEAR TO DATE	PRIOR YEAR TO DATE
<u>OPERATING REVENUE</u>	360,693.17	283,491.38	3,472,450.81	3,165,122.74
<u>OPERATING EXPENSES</u>				
EQUIPMENT MAINTENANCE AND GARAGE	21,680.01	17,635.31	222,323.19	181,361.30
TRANSPORTATION	27,048.07	18,576.14	221,154.54	164,723.31
CONTRACT MAINTENANCE & STATION EXPENSES	226,607.21	143,801.83	1,500,720.88	1,292,018.30
INSURANCE AND SAFETY	59,207.62	22,910.82	295,206.30	302,044.31
ADMINISTRATIVE AND GENERAL	89,154.26	74,108.41	491,047.20	507,445.18
DEPRECIATION	5,458.15	4,771.23	58,634.43	55,099.53
AMORTIZATION	.00	86,020.44	.00	.00
DEPRECIATION / AMORTIZATION ADJUSTMENT	.00	.00	700.00	8,007.61
RENT EXPENSE	12,229.92	11,742.70	149,636.87	145,985.29
EQUIPMENT RENTALS	.00	.00	.00	.00
TOTAL OPERATING EXPENSES	441,385.24	207,526.00	2,949,425.41	2,656,684.93
<u>OPERATING AND HIGHWAY TAXES</u>				
TOTAL OPERATING EXPENSES	19,961.30	13,161.42	153,095.45	134,946.64
AND HIGHWAY TAXES				
NET OPERATING INCOME (LOSS)	461,346.54	220,687.42	3,102,530.85	2,791,631.47
OTHER DEDUCTIONS	100,653.37	62,803.96	369,929.95	373,491.27
INTEREST, ETC.				
OTHER INCOME	965.24	4,514.76	44,756.53	58,750.01
INTEREST, ETC.	101,618.61	58,289.20	325,173.42	304,741.26
EXTRAORDINARY AND DELAYED	.00	.00	.00	5.56
INCOME AND (EXPENSES)	101,618.61	58,289.20	325,173.42	304,746.82
INCOME TAXES	.00	.00	.00	.00
CURRENT INCOME TAXES	20,670.62	.00	37,579.62	7.00
DEFERRED INCOME TAXES	.00	.00	.00	.00
NET INCOME (LOSS) TRANSFERRED				
TO EARNED SURPLUS	122,289.23	58,289.20	287,593.80	304,739.82

DETAILS
RUN DATE-09/20/06

SHELTERCLEAN, INC.
COMPARATIVE SCHEDULES OF INCOME AND EXPENSES
FOR PERIOD ENDING DECEMBER 31, 2003

PAGE 1
RUN TIME 14:23:29

	CURRENT YEAR MONTH	PRIOR YEAR MONTH	CURRENT YEAR TO DATE	PRIOR YEAR TO DATE
SALES				
SALES - MAINTENANCE	240,250.40	182,799.25	2,420,293.40	2,174,663.00
SALES - INSTALLATION MANAGEMENT	1,531.50	1,021.00	5,105.00	24,504.00
SALES - LADOT MANAGEMENT MAINTENANCE	16,691.10	16,618.38	199,240.33	209,127.33
SALES - LADOT REIMBURSED EXPENSES	9,600.22	8,239.27	58,988.18	52,879.69
SALES - LA COUNTY MAINTENANCE	.00	.00	.00	.00
SALES - LA COUNTY ADD'L SERVICE	.00	.00	.00	.00
SALES - OCTA PREVENTATIVE MAINTENANCE	25,537.09	20,525.90	130,260.10	137,563.82
SALES - OCTA ADDITIONAL SERVICE	53,725.25	39,763.71	318,084.10	392,445.32
SALES - MISCELLANEOUS MAINTENANCE	378.42	8,394.58	204,966.84	57,774.90
SALES - REIMBURSED EXPENSES	3,311.19	4,465.08	12,012.18	9,311.00
SALES - OTHER	8,668.09	4,440.01	105,757.59	96,954.28
OTHER REVENUE			17,743.09	9,900.00
TOTAL SALES AND OTHER REVENUE	360,693.17	283,491.38	3,472,450.81	3,165,122.74
EQUIPMENT MAINTENANCE AND GARAGE EXPENSES				
SUPERVISION SHOP & GARAGE LABOR	.00	.00	.00	.00
OPERATION & MAINT. OF SERVICE EQUIPMENT	.00	.00	.00	.00
REPAIRS TO STRUCTURES	2,902.39	5,248.04	50,098.79	35,964.38
LIGHT, HEAT, POWER & WATER	981.64	1,199.84	11,820.75	12,562.08
OTHER SHOP AND GARAGE EXPENSES	14,103.97	3,989.29	110,409.28	71,164.55
REPAIRS TO REVENUE EQUIPMENT:				
LABOR	.00	.00	.00	.00
MATERIALS	3,692.01	7,198.04	59,995.37	61,670.39
SERVICING OF REVENUE EQUIPMENT LABOR	.00	.00	.00	.00
TIRES AND TUBES - REVENUE EQUIPMENT	.00	.00	.00	.00
TOTAL EQUIPMENT MAINTENANCE AND GARAGE EXPENSES	21,680.01	17,635.31	232,323.19	181,361.30
TRANSPORTATION EXPENSES				
SUPERVISION OF TRANSP. LABOR	.00	.00	.00	.00
SUPERVISION OF TRANSP. OTHER	.00	.00	.00	.00
DRIVERS WAGES	.00	.00	.00	.00
FUEL FOR REVENUE EQUIPMENT DIESEL	13,960.72	14,623.22	132,470.60	111,609.99
FUEL FOR REVENUE EQUIPMENT GASOLINE	.00	.00	.00	.00
OIL FOR REVENUE EQUIPMENT	.00	.00	.00	.00
ROAD EXPENSE	.00	.00	.00	.00
BRIDGE TOLLS	.00	.00	.00	.00
OTHER TRANSPORTATION EXPENSES	13,087.34	3,952.92	88,683.24	53,113.32
TOTAL TRANSPORTATION EXPENSES	27,048.07	18,576.14	221,154.54	164,723.31
CONTRACT MAINTENANCE & STATION EXPENSES				
STATION EXPENSES UNIFORM LABOR	.00	.00	.00	.00
STATION EXPENSES NON LABOR	185,356.62	125,769.64	1,269,635.59	1,056,273.19
STATION EXPENSES MATERIALS	303.13	1,758.89	15,794.62	18,352.49
STATION EXPENSES OUTSIDE SUBCONTRACTING	13,139.18	1,270.71	81,898.51	37,685.88
STATION EXPENSES OTHER	27,808.28	16,002.99	133,392.16	179,706.74
TOTAL MAINTENANCE & STATION EXPENSES	226,607.21	143,801.83	1,500,720.88	1,292,018.30

DETAILS
RUN DATE-09/20/06

SHELTERCLEAN, INC.
COMPARATIVE SCHEDULES OF INCOME AND EXPENSES
FOR PERIOD ENDING DECEMBER 31, 2003

PAGE 2
RUN TIME 14:22:29

	CURRENT YEAR MONTH	PRIOR YEAR MONTH	CURRENT YEAR TO DATE	PRIOR YEAR TO DATE
<u>INSURANCE AND SAFETY EXPENSES</u>				
CLAIMS PAID AND RESERVES	.00	.00	.00	2,296.53
SALARIES AND EXPENSES	.00	.00	.00	.00
PUBLIC LIABILITY INSURANCE	7,616.63	9,130.24	91,400.00	94,134.96
EXCESS PUBLIC LIABILITY INSURANCE	.00	.00	.00	.00
WORKERS COMPENSATION:				
INSURANCE	42,469.71	12,410.25	131,932.47	150,203.11
CLAIMS PAID / EXPENSES	.00	.00	.00	.00
FIRE THEFT & COLLISION	149.65	.00	1,798.00	.00
OTHER INSURANCE	8,971.63	1,370.33	70,077.83	55,409.71
TOTAL INSURANCE AND SAFETY EXPENSES	59,207.62	22,910.82	295,208.30	302,044.31
<u>ADMINISTRATIVE AND GENERAL EXPENSES</u>				
SALARIES OF OFFICERS	38,995.65	12,692.33	62,307.79	150,577.15
SALARIES OF OFFICE EMPLOYEES		28,792.37	203,877.45	166,845.97
GENERAL LAW EXPENSES	1,891.34	482.43	24,760.31	310.92
OFFICE SUPPLIES AND EXPENSES	806.89	784.10	9,246.34	15,872.08
TELEPHONE	3,875.00	625.00	10,750.00	11,355.37
OUTSIDE AUDITING	153.00	.00	2,537.50	7,500.00
EMPLOYEES WELFARE UNION	36,287.26	25,669.91	124,661.31	1,470.50
EMPLOYEES WELFARE NON-UNION	.00	.00	.00	.00
EMPLOYEES WELFARE OTHER	.00	.00	.00	.00
PURCHASE AND STORE NON-UNION LABOR	.00	.00	.00	.00
PURCHASE AND STORE OTHER	.00	.00	.00	.00
OTHER GENERAL EXPENSES	7,145.12	5,062.27	49,114.35	45,055.95
TOTAL ADMINISTRATIVE AND GENERAL EXPENSES	89,154.26	74,108.41	491,047.20	507,445.18
<u>DEPRECIATION EXPENSES</u>				
LAND & LAND RIGHTS	.00	.00	.00	.00
STRUCTURES	.00	.00	.00	.00
REVENUE EQUIPMENT	3,887.34	3,824.90	46,648.96	46,351.23
VEHICLE ACCESSORIES	677.50	314.60	3,210.06	1,166.88
REGISTERING DEVICES	.00	.00	.00	.00
SERVICE CARS AND EQUIPMENT	.00	.00	.00	.00
SHOP AND GARAGE EQUIPMENT	371.13	371.13	4,453.67	4,453.67
FURNITURE AND OFFICE EQUIPMENT	464.61	230.85	3,797.42	2,770.75
LEASEHOLD IMPROVEMENTS	.00	.00	.00	.00
OTHER PROPERTY	57.57	29.75	524.32	357.00
TOTAL DEPRECIATION EXPENSE	5,458.15	4,771.23	58,634.43	55,099.53
<u>AMORTIZATION OF INTANGIBLES</u>				
GODWILL AND START UP COSTS	.00	86,020.44	.00	.00
TOTAL AMORTIZATION EXPENSE	.00	86,020.44	.00	.00

DETAILS
RUN DATE-09/20/06

SHELTERCLEAN, INC.
COMPARATIVE SCHEDULES OF INCOME AND EXPENSES
FOR PERIOD ENDING DECEMBER 31, 2003

PAGE 3
RUN TIME 14:22:29

	CURRENT YEAR MONTH	PRIOR YEAR MONTH	CURRENT YEAR TO DATE	PRIOR YEAR TO DATE
OPERATING AND HIGHWAY TAXES				
CITY:				
RENT	.00	.00	.00	.00
FRANCHISE REQUIREMENTS: REGULAR	.00	.00	.00	.00
NYC UTILITY TAX	.00	.00	.00	.00
PERMITS	1,329.86	70.00	5,299.58	622.50
OTHER	.00	.00	.00	.00
STATE:				
UNEMPLOYMENT INSURANCE UNION LABOR	.00	.00	.00	.00
UNEMPLOYMENT INSURANCE NON-UNION LABOR	860.53	340.03	15,022.18	16,013.11
UNEMPLOYMENT INSURANCE OTHER	.00	.00	.00	.00
LICENSE PLATES	675.00	280.87	6,050.00	5,031.27
EXCISE - FUEL	.00	.00	.00	.00
GROSS RECEIPTS	.00	.00	.00	.00
SALES	.00	.00	.00	.00
OTHER	.00	.00	.00	.00
FEDERAL:				
UNEMPLOYMENT INSURANCE UNION LABOR	.00	.00	.00	.00
UNEMPLOYMENT INSURANCE NON-UNION LABOR	215.12	77.74	3,754.96	3,659.92
UNEMPLOYMENT INSURANCE OTHER	.00	.00	.00	.00
SOCIAL SECURITY UNION LABOR	.00	.00	.00	.00
SOCIAL SECURITY NON-UNION LABOR	16,241.46	11,753.45	116,722.03	100,585.34
SOCIAL SECURITY OTHER	.00	.00	.00	.00
EXCISE - FUEL	.00	.00	.00	.00
EXCISE - MISCELLANEOUS	.00	.00	.00	.00
OTHER	639.33	639.33	6,246.70	9,034.50
TOTAL OPERATING AND HIGHWAY TAXES	19,961.30	13,161.42	153,095.45	134,946.64
OTHER DEDUCTIONS				
INTEREST DEDUCTIONS	51.32	3,935.42	36,788.11	65,499.66
SERVICE FEES	.00	.00	.00	.00
OTHER DEDUCTIONS	913.92	578.34	7,968.42	3,250.35
TOTAL OTHER DEDUCTIONS	965.24	4,514.76	44,756.53	68,750.01
OTHER INCOME				
INTEREST, ETC.	.00	.00	.00	5.56
DIVIDEND INCOME	.00	.00	.00	.00
OTHER NON-OPERATING REVENUE	.00	.00	.00	.00
TOTAL OTHER INCOME	.00	.00	.00	5.56

METROASSET
RUN DATE-09/20/06

SHELTERCLEAN, INC
COMPARATIVE BALANCE SHEETS
FOR PERIOD ENDING DECEMBER 31, 2005

PAGE 1
RUN TIME 14:21:19

ASSETS AND OTHER DEBITS

CURRENT ASSETS
CASH
WORKING FUNDS
SPECIAL DEPOSITS
TEMPORARY INVESTMENTS - AMORTIZED COST
ACCOUNTS RECEIVABLE:
CONTRACTS RECEIVABLE
OTHER
RECEIVABLE - ASSOCIATED COMPANIES
CAPITAL STOCK SUBSCRIBED
INTEREST RECEIVABLE
MATERIALS AND SUPPLIES
LOANS/NOTES RECEIVABLE ASSOCIATED COMP.
PREPAYMENTS
OTHER CURRENT ASSETS

TOTAL CURRENT ASSETS

PROPERTY IN SERVICE

LAND & LAND RIGHTS
STRUCTURES
REVENUE VEHICLES
VEHICLE ACCESSORIES
REGISTERING DEVICES
SERVICE CARS AND EQUIPMENT
SHOP AND GARAGE EQUIPMENT
FURNITURE AND OFFICE EQUIPMENT
EQUIPMENT LEASED TO OTHERS
LEASEHOLD IMPROVEMENTS
OTHER

TOTAL PROPERTY IN SERVICE

INVESTMENTS AND FUNDS
NON-OPERATING PHYSICAL PROPERTY
INVESTMENTS IN ASSOCIATED COMPANIES
LONG TERM RECEIVABLES

SPECIAL FUNDS:

WORKERS COMPENSATION
INJURIES AND DAMAGES
DISABILITY INSURANCE
MISCELLANEOUS

TOTAL INVESTMENTS AND FUNDS

GOODWILL AND OTHER INTANGIBLES
DEFERRED DEBITS
DEFERRED TAX BENEFITS

TOTAL ASSETS AND OTHER DEBITS

CURRENT YEAR PRIOR YEAR

338,563.50 217,306.91
1,167.20 744.59
14,221.00 14,221.00
0.00 0.00
762,123.56 574,584.68
1,394.98 1,394.98
0.00 0.00
0.00 0.00
12,000.00 12,000.00
200.79 200.79
40,214.05 24,823.70
0.00 0.00
1,169,884.08 845,376.75

0.00 0.00
0.00 0.00
185,994.87 207,769.04
73,925.41 44,147.34
0.00 0.00
0.00 0.00
44,291.82 43,670.00
36,603.46 32,722.20
0.00 0.00
0.00 0.00
2,899.98 2,899.98
343,715.54 331,209.56

0.00 0.00
0.00 0.00
0.00 0.00
0.00 0.00
0.00 0.00
0.00 0.00
0.00 0.00
1,720,407.73 1,720,407.73
0.00 0.00
0.00 0.00
3,234,007.35 2,896,993.04

[illegible]

LIABILITIES AND OTHER CREDITS		TOTAL RESERVES DEPRECIATION/AMORTIZATION	
<u>CURRENT AND ACCRUED LIABILITIES</u>		<u>RESERVES</u>	
NOTES PAYABLE BANK	0.00	ALLOWANCE FOR BAD DEBTS	0.00
ACCOUNTS PAYABLE	119,325.61	WORKERS COMPENSATION	0.00
SALARIES AND WAGES PAYABLE	35,807.32	INJURIES AND DAMAGES	0.00
VACATION WAGES PAYABLE	63,121.55		
TAXES AND HIGHWAY CHARGES ACCRUED	2,739.33	<u>TOTAL RESERVES</u>	0.00
FEDERAL INCOME TAX PAYABLE	0.00		
LOANS/NOTES PAYABLE ASSOCIATED COMPANIES	1,201,302.35	<u>COMMON CAPITAL STOCK</u>	0.00
OTHER CURRENT LIABILITIES	64,894.05	ADDITIONAL PAID IN CAPITAL	0.00
DUE TO ASSOCIATED COMPANIES	178,200.00	UNAPPROPRIATED SURPLUS	959,722.01
		EARNED SURPLUS - SCHEDULE A-1	0.00
		UNEARNED SURPLUS	2,896,993.04
<u>TOTAL CURRENT AND ACCRUED LIABILITIES</u>	<u>1,665,390.21</u>	<u>TOTAL LIABILITIES AND OTHER CREDITS</u>	<u>3,234,007.35</u>
<u>OTHER LIABILITIES</u>	<u>0.00</u>		
NOTES PAYABLE - LONG TERM	46,000.00		
DEFERRED INCOME	0.00		
DEFERRED CREDITS - OTHER			
<u>TOTAL OTHER LIABILITIES</u>	<u>46,000.00</u>		
<u>RESERVES FOR DEPRECIATION & AMORTIZATION</u>	<u>0.00</u>		
STRUCTURES	165,301.70		
REVENUE VEHICLES	24,914.17		
VEHICLE ACCESSORIES	0.00		
REGISTERING DEVICES	0.00		
SERVICE CARS AND EQUIPMENT	27,839.19		
SHOP AND GARAGE EQUIPMENT	22,295.00		
FURNITURE AND OFFICE EQUIPMENT	0.00		
EQUIPMENT LEASED TO OTHERS	0.00		
LEASEHOLD IMPROVEMENTS	229,387.67		
GOODWILL & OTHER INTANGIBLES	2,368.97		
OTHER			
<u>TOTAL RESERVES DEPRECIATION/AMORTIZATION</u>	<u>472,106.70</u>		
<u>RESERVES</u>	<u>0.00</u>		
ALLOWANCE FOR BAD DEBTS	0.00		
WORKERS COMPENSATION	0.00		
INJURIES AND DAMAGES			
<u>TOTAL RESERVES</u>	<u>0.00</u>		
<u>COMMON CAPITAL STOCK</u>	<u>0.00</u>		
ADDITIONAL PAID IN CAPITAL	0.00		
UNAPPROPRIATED SURPLUS	959,722.01		
EARNED SURPLUS - SCHEDULE A-1	0.00		
UNEARNED SURPLUS	2,896,993.04		
<u>TOTAL LIABILITIES AND OTHER CREDITS</u>	<u>3,234,007.35</u>		

SURPLUS
RUN DATE-09/20/06

PAGE 1
RUN TIME 14:21:26

SCHEDULE A-1

SURPLUS - JANUARY 1ST
ADD / DEDUCT:
NET INCOME (LOSS) TRANSFERRED TO
EARNED SURPLUS - EXHIBIT B
NON CASH EXPENDITURES
DIVIDENDS PAID CASH
DIVIDENDS PAID NON CASH
SHAREHOLDER DISTRIBUTIONS
PAID IN EXCESS OF PAR VALUE FOR
OWN STOCK REACQUIRED
(NET DEDUCTIONS) ADDITIONS
SURPLUS AT THE END OF PERIOD

SHELTERCLEAN, INC.
COMPARATIVE SCHEDULE OF EARNED SURPLUS
FOR PERIOD ENDING DECEMBER 31, 2005

CURRENT YEAR	PRIOR YEAR
959,722.01	567,907.22
90,788.43	291,814.79
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
0.00	0.00
90,788.43	291,814.79
1,050,510.44	959,722.01

CASH FLOWS
RUN DATE-09/20/06

SHELTERCLEAN, INC.
STATEMENT OF CASH FLOWS
FOR PERIOD ENDING DECEMBER 31, 2005

PAGE 1
RUN TIME 14:21:27

OPERATING ACTIVITIES		CURRENT YEAR	PRIOR YEAR
NET INCOME (LOSS)		90,788.43	291,814.79
ADJUSTMENTS TO RECONCILE NET INCOME (LOSS) TO NET CASH PROVIDED BY OPERATING ACTIVITIES			
DEFERRED INCOME TAX BENEFIT		0.00	46,000.00
ALLOWANCE FOR BAD DEBTS		0.00	0.00
TERMINATION OF INJURIES & DAMAGES CLAIMS		0.00	0.00
PROVISION FOR INJURIES & DAMAGES RESERVES		0.00	0.00
PROVISION FOR WORKERS COMPENSATION CLAIM		0.00	0.00
INJURIES & DAMAGES CLAIMS PAID NET REFUNDS		0.00	0.00
WORKERS COMPENSATION CLAIMS PAID		0.00	0.00
(PROFIT) LOSS OF UNCONSOLIDATED AFFILIATE		0.00	0.00
DEPRECIATION & AMORTIZATION		56,019.43	61,135.91
DIVIDEND INCOME NON CASH		0.00	0.00
NON CASH COMPREHENSIVE INCOME (LOSS)		0.00	0.00
AMORTIZATION OF DISCOUNT ON INVESTMENTS		0.00	0.00
(GAIN) LOSS ON SALE OF INTANGIBLES		0.00	0.00
(GAIN) LOSS ON SALE OF EQUIPMENT		1,441.14	894.79
CHANGE IN OPERATING ASSETS & LIABILITIES			
OTHER RECEIVABLES		187,437.88	141,914.82
CAPITAL STOCK SUBSCRIBED		0.00	0.00
INTEREST AND DIVIDENDS RECEIVABLE		0.00	0.00
DUE FROM AFFILIATES		0.00	0.00
INVENTORIES		0.00	0.00
PREPAID EXPENSES		1,890.35	258.64
PREPAID INCOME TAXES		13,500.00	9,707.00
OTHER ASSETS		0.00	600.00
ACCOUNTS PAYABLE		14,999.32	35,749.99
ACCURUED PAYROLL AND VACATION PAY		7,681.76	19,751.33
WORKERS' COMPENSATION PAYABLE		0.00	0.00
INCOME TAXES PAYABLE		0.00	0.00
DUE TO AFFILIATES		131,087.12	126,791.87
OTHER CURRENT LIABILITIES		52,946.28	21,270.36
OTHER LIABILITIES		0.00	0.00
NET CASH PROVIDED BY OPERATING ACTIVITIES		152,135.25	154,804.12

CASHFLOWS
RUN DATE-09/20/05

SHELTERCLEAN, INC.
STATEMENT OF CASH FLOWS
FOR PERIOD ENDING DECEMBER 31, 2005

PAGE 2
RUN TIME 14:21:27

	CURRENT YEAR	PRIOR YEAR
INVESTING ACTIVITIES:		
PURCHASES OF EQUIPMENT	0.00	0.00
INVESTMENTS IN AFFILIATES	34,281.15	56,101.79
PROCEEDS FROM SALE OF EQUIPMENT	0.00	0.00
PURCHASES OF INVESTMENTS	3,825.00	11,003.00
ORGANIZATIONAL COSTS	0.00	0.00
PURCHASES OF GOODWILL & OTHER INTANGIBLE	0.00	0.00
SALES AND TERMINATIONS OF INTANGIBLES	0.00	0.00
PROCEEDS FROM SALE OF INVESTMENTS	0.00	0.00
NET CASH USED IN INVESTING ACTIVITIES	30,456.15	45,098.79
FINANCING ACTIVITIES:		
PROCEEDS FROM NOTES & LOANS	0.00	0.00
REPAYMENTS OF NOTES & LOANS	0.00	0.00
COMMON STOCK PURCHASE	0.00	0.00
COMMON STOCK BUYBACK	0.00	0.00
SHAREHOLDER DISTRIBUTIONS	0.00	0.00
DIVIDENDS PAID	0.00	0.00
NET CASH USED IN FINANCING ACTIVITIES	0.00	0.00
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	121,679.10	109,705.33
CASH AND CASH EQUIVALENTS AT THE BEGINNING OF THE PERIOD	218,051.60	109,346.27
CASH AND CASH EQUIVALENTS AT THE END OF THE PERIOD	339,730.70	219,051.60

SHELTERCLEAN, INC.
COMPARATIVE STATEMENT OF INCOME & EXPENSES
FOR PERIOD ENDING DECEMBER 31, 2005

	CURRENT YEAR MONTH	PRIOR YEAR MONTH	CURRENT YEAR TO DATE	PRIOR YEAR TO DATE
OPERATING REVENUE	511,186.66	402,223.32	5,092,519.01	4,594,798.34
OPERATING EXPENSES				
EQUIPMENT MAINTENANCE AND GARAGE	15,645.57	19,060.25	170,759.26	245,487.99
TRANSPORTATION	40,675.16	52,140.34	496,536.63	436,651.36
CONTRACT MAINTENANCE & STATION EXPENSES	321,337.28	248,794.64	2,448,245.25	2,100,837.45
INSURANCE AND SAFETY	25,230.16	36,258.81	848,522.45	452,620.22
ADMINISTRATIVE AND GENERAL	73,864.44	64,239.21	593,336.98	559,840.88
DEPRECIATION	4,766.63	5,090.78	56,019.43	61,135.91
AMORTIZATION	.00	.00	.00	.00
DEPRECIATION / AMORTIZATION ADJUSTMENT	.00	.00	1,441.14	894.79
RENT EXPENSE	13,500.00	13,175.12	162,293.89	161,344.45
EQUIPMENT RENTALS	.00	.00	.00	.00
TOTAL OPERATING EXPENSES	495,039.24	439,478.15	4,775,155.04	4,018,593.05
OPERATING AND HIGHWAY TAXES	21,360.60	21,002.35	212,411.04	203,558.09
TOTAL OPERATING EXPENSES AND HIGHWAY TAXES	516,399.84	460,480.50	4,987,566.08	4,222,151.14
NET OPERATING INCOME (LOSS)	5,212.18	58,257.18	104,952.93	372,647.20
OTHER DEDUCTIONS				
INTEREST, ETC.	562.65	544.37	6,664.50	10,539.41
OTHER INCOME	5,775.83	58,801.55	98,288.43	362,107.79
INTEREST, ETC.	.00	.00	.00	.00
EXTRAORDINARY AND DELAYED	5,775.83	58,801.55	98,288.43	362,107.79
INCOME AND (EXPENSES)	.00	.00	.00	.00
INCOME TAXES				
CURRENT INCOME TAXES	7,500.00	24,293.00	7,500.00	24,293.00
DEFERRED INCOME TAXES	.00	46,000.00	.00	46,000.00
NET INCOME (LOSS) TRANSFERRED TO EARNED SURPLUS	13,275.83	129,094.55	90,788.43	291,814.79

DETAILS
RUN DATE-09/20/06

COMPARATIVE SCHEDULES OF INCOME AND EXPENSES
FOR PERIOD ENDING DECEMBER 31, 2005

PAGE 1
RUN TIME 14:21:30

	CURRENT YEAR MONTH	PRIOR YEAR MONTH	CURRENT YEAR TO DATE	PRIOR YEAR TO DATE
SALES				
SALES - MAINTENANCE	202,916.75	192,005.45	2,347,770.50	2,227,764.45
SALES - INSTALLATION MANAGEMENT	8,477.50	510.50	67,442.00	80,544.50
SALES - LADOT MANAGEMENT MAINTENANCE	18,523.32	16,842.83	216,842.87	231,528.58
SALES - LADOT REIMBURSED EXPENSES	4,250.68	9,224.27	73,990.68	50,629.68
SALES - LA COUNTY MAINTENANCE	69,048.45	.00	753,670.25	.00
SALES - LA COUNTY ADD'L SERVICE	27,188.50	.00	53,556.68	.00
SALES - OCTA PREVENTATIVE MAINTENANCE	27,821.00	26,537.00	327,755.00	318,444.00
SALES - OCTA ADDITIONAL SERVICE	64,954.40	62,242.20	645,331.35	683,575.01
SALES - MISCELLANEOUS MAINTENANCE	6,118.19	76,514.41	155,004.81	809,417.59
SALES - REIMBURSED EXPENSES	2,008.30	29.97	19,737.05	10,781.28
SALES - MATERIALS				
SALES - OTHER	106,784.57	17,386.69	420,321.82	160,305.29
OTHER REVENUE	1,015.00	930.00	11,275.00	11,400.00
TOTAL SALES AND OTHER REVENUE	514,186.66	402,223.32	5,092,519.01	4,594,798.34
EQUIPMENT MAINTENANCE AND GARAGE EXPENSES				
SUPERVISION SHOP & GARAGE LABOR	.00	.00	.00	.00
OPERATION & MAINT. OF SERVICE EQUIPMENT	.00	.00	312.00	.00
REPAIRS TO STRUCTURES	4,023.15	6,538.94	42,915.18	86,919.75
LIGHT, HEAT, POWER & WATER	964.41	1,816.43	2,641.51	15,513.45
OTHER SHOP AND GARAGE EXPENSES	5,148.55	2,700.78	29,778.73	65,409.81
REPAIRS TO REVENUE EQUIPMENT:				
LABOR	.00	.00	.00	.00
MATERIALS	5,509.46	7,984.10	85,111.84	77,624.98
SERVICING OF REVENUE EQUIPMENT LABOR	.00	.00	.00	.00
TIRES AND TUBES - REVENUE EQUIPMENT	.00	.00	.00	.00
TOTAL EQUIPMENT MAINTENANCE AND GARAGE EXPENSES	15,645.57	19,060.25	170,759.26	245,467.99
TRANSPORTATION EXPENSES				
SUPERVISION OF TRANSP. LABOR	.00	.00	.00	.00
SUPERVISION OF TRANSP. OTHER	.00	.00	.00	.00
DRIVERS WAGES	.00	.00	.00	.00
FUEL FOR REVENUE EQUIPMENT DIESEL	21,937.08	31,770.87	278,965.20	231,439.46
OIL FOR REVENUE EQUIPMENT GASOLINE	.00	.00	.00	.00
OIL FOR REVENUE EQUIPMENT	.00	.00	.00	.00
ROAD EXPENSE	.00	.00	.00	.00
BRIDGE TOLLS	.00	.00	.00	.00
OTHER TRANSPORTATION EXPENSES	18,738.08	20,369.47	217,571.43	205,411.90
TOTAL TRANSPORTATION EXPENSES	40,675.16	52,140.34	496,536.63	436,851.36
CONTRACT MAINTENANCE & STATION EXPENSES				
STATION EXPENSES UNION LABOR	.00	.00	.00	.00
STATION EXPENSES NON LABOR	204,438.87	210,705.23	1,794,129.24	1,699,830.88
STATION EXPENSES MATERIALS	5,936.92	2,086.89	41,189.77	46,509.02
STATION EXPENSES OUTSIDE SUBCONTRACTING	704.00	16,840.04	24,952.83	104,828.95
STATION EXPENSES OTHER	110,256.49	19,162.68	587,973.41	249,268.60
TOTAL MAINTENANCE & STATION EXPENSES	321,337.28	248,794.64	2,448,245.25	2,100,437.45

DETAILS
RUN DATE-09/20/06

SHELTERCLEAN, INC.
COMPARATIVE SCHEDULES OF INCOME AND EXPENSES
FOR PERIOD ENDING DECEMBER 31, 2005

PAGE 2
RUN TIME 14:21:30

INSURANCE AND SAFETY EXPENSES
CLAIMS PAID AND RESERVES
SALARIES AND EXPENSES
PUBLIC LIABILITY INSURANCE
EXCESS PUBLIC LIABILITY INSURANCE
WORKERS COMPENSATION
INSURANCE
CLAIMS PAID / EXPENSES
FIRE, THEFT & COLLISION
OTHER INSURANCE
TOTAL INSURANCE AND SAFETY EXPENSES

CURRENT YEAR MONTH	PRIOR YEAR MONTH	CURRENT YEAR TO DATE	PRIOR YEAR TO DATE
.00	.00	.00	.00
.00	17.73	2,736.77	2,598.73
15,322.24	14,857.25	182,937.80	178,287.00
.00	.00	.00	.00
63,415.19	11,518.67	601,509.53	138,224.04
.00	.00	.00	.00
318.76	.00	3,826.00	3,941.00
53,836.03	10,565.16	55,512.36	129,569.45
.00	.00	.00	.00
25,230.16	36,958.81	846,522.46	452,620.22
=====	=====	=====	=====

ADMINISTRATIVE AND GENERAL EXPENSES

SALARIES OF OFFICERS
SALARIES OF OFFICE EMPLOYEES
GENERAL LAW EXPENSES
OFFICE SUPPLIES AND EXPENSES
TELEPHONE
OUTSIDE AUDITING
EMPLOYEES WELFARE UNION
EMPLOYEES WELFARE NON-UNION
EMPLOYEES WELFARE OTHER
PURCHASE AND STORE NON-UNION LABOR
PURCHASE AND STORE OTHER
OTHER GENERAL EXPENSES
TOTAL ADMINISTRATIVE AND
GENERAL EXPENSES

.00	.00	.00	.00
40,794.76	38,781.32	262,135.82	242,506.77
3,711.75	121.50	6,242.73	15,084.99
2,068.25	2,130.88	23,477.15	30,353.90
932.72	922.94	11,466.14	11,415.53
4,421.00	9,080.00	14,046.00	15,985.00
669.00	143.50	3,041.24	3,634.00
11,831.42	4,671.84	219,626.25	168,673.38
.00	.00	.00	.00
.00	.00	.00	.00
.00	.00	.00	.00
.00	.00	.00	.00
9,435.54	8,406.13	52,601.55	72,217.31
73,864.44	64,258.21	593,336.98	559,840.88
=====	=====	=====	=====

DEPRECIATION EXPENSES

LAND & LAND RIGHTS
STRUCTURES
REVENUE EQUIPMENT
VEHICLE ACCESSORIES
REGISTERING DEVICES
SERVICE CARS AND EQUIPMENT
SHOP AND GARAGE EQUIPMENT
FURNITURE AND OFFICE EQUIPMENT
LEASEHOLD IMPROVEMENTS
OTHER PROPERTY
TOTAL DEPRECIATION EXPENSE

.00	.00	.00	.00
.00	.00	.00	.00
2,273.97	2,979.76	28,920.93	40,001.96
1,237.18	775.32	12,322.64	7,772.50
.00	.00	.00	.00
.00	.00	.00	.00
685.61	727.82	8,140.88	6,714.63
541.52	559.53	6,054.78	6,066.52
.00	.00	.00	.00
48.35	48.35	580.20	580.20
.00	.00	.00	.00
4,786.63	5,090.78	56,019.43	61,135.91
=====	=====	=====	=====

AMORTIZATION OF INTANGIBLES

GOODWILL AND START UP COSTS
TOTAL AMORTIZATION EXPENSE

.00	.00	.00	.00
.00	.00	.00	.00
=====	=====	=====	=====

DETAILS
RUN DATE-09/20/06

SHELTERCARE, INC.
COMPARATIVE SCHEDULES OF INCOME AND EXPENSES
FOR PERIOD ENDING DECEMBER 31, 2005

PAGE 3
RUN TIME 14:21:30

	CURRENT YEAR MONTH	PRIOR YEAR MONTH	CURRENT YEAR TO DATE	PRIOR YEAR TO DATE
OPERATING AND HIGHWAY TAXES				
CITY:				
RENT	.00	.00	.00	.00
FRANCHISE REQUIREMENTS: REGULAR	.00	.00	.00	.00
NYC UTILITY TAX	.00	.00	.00	.00
PERMITS	.00	130.00	509.00	1,405.91
OTHER	.00	.00	.00	.00
STATE:				
UNEMPLOYMENT INSURANCE UNION LABOR	.00	.00	.00	.00
UNEMPLOYMENT INSURANCE NON-UNION LABOR	401.16	733.97	24,317.80	28,151.25
LICENSE PLATES	.00	.00	.00	.00
EXCISE - FUEL	979.67	32.63	9,762.38	4,555.39
GROSS RECEIPTS	.00	.00	.00	.00
SALES	.00	.00	.00	.00
OTHER	.00	.00	.00	.00
FEDERAL:				
UNEMPLOYMENT INSURANCE UNION LABOR	.00	.00	.00	.00
UNEMPLOYMENT INSURANCE NON-UNION LABOR	77.43	127.64	4,988.47	4,896.03
UNEMPLOYMENT INSURANCE OTHER	.00	.00	.00	.00
SOCIAL SECURITY UNION LABOR	.00	.00	.00	.00
SOCIAL SECURITY NON-UNION LABOR	18,725.73	18,308.60	157,280.96	147,797.20
SOCIAL SECURITY OTHER	.00	.00	.00	.00
EXCISE - FUEL	.00	.00	.00	.00
EXCISE - MISCELLANEOUS	.00	.00	.00	.00
OTHER	1,176.61	1,669.51	15,552.43	16,752.31
TOTAL OPERATING AND HIGHWAY TAXES	21,360.50	21,002.35	212,411.04	203,558.09
OTHER DEDUCTIONS				
INTEREST DEDUCTIONS	.00	.00	106.24	88.71
SERVICE FEES	562.65	544.37	6,558.26	10,450.70
OTHER DEDUCTIONS	562.65	544.37	6,664.50	10,539.41
TOTAL OTHER DEDUCTIONS	1,125.30	1,088.74	13,329.00	21,078.82
OTHER INCOME				
INTEREST, ETC.	.00	.00	.00	.00
DIVIDEND INCOME	.00	.00	.00	.00
OTHER NON OPERATING REVENUE	.00	.00	.00	.00
TOTAL OTHER INCOME	.00	.00	.00	.00

Licenses and Certifications

ShelterCLEAN Waste Collector Permit follows.*

*2006 Renewal in process.



COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
Public Health

JOHNATHAN E. FIELDING, M.D., M.P.H.
Acting Director and Health Officer

JOHN F. SCHUNHOFF, Ph.D.
Acting Chief Deputy

Environmental Health
ARTURO AGUIRRE, R.E.H.S., M.A.
Director of Environmental Health

Bureau of Environmental Protection
RICHARD WAGENER, Director

Solid Waste Management Program/L.A. County LEA
Ken Murray, Chief R.E.H.S.
5050 Commerce Drive, Baldwin Park, California 91706-1423
TEL (626) 430-5540 - FAX (626) 813-3022
www.lapublichealth.org/eh



BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

September 7, 2006

SHELTERCLEAN, INC
2514 N. NAOMI STREET
BURBANK CA 91504

Company ID No. S0554

The following is a list of items which describe the individual Business and Vehicle Fees for your 2006
Waste Collector Permit.

2006 Business Permit Fee.....	\$930.00...
Individual Vehicle Fee.....	\$61.00.....
Vehicles requiring Permits.....	3.....
Total Vehicle Fee.....	\$183.00.....
Current year Business and Vehicle Fee.....	\$1,113.00.....
Previous Balance.....	\$0.00.....
AMOUNT DUE (Previous Balance + Current Year Fee).....	\$1,113.00

Make your check or money order payable to: "LOS ANGELES COUNTY TREASURER". Include your
Company ID No. on your check or money order. Retain the top portion of this bill until you receive your 2006
permit. Mail your payment for the amount due to the address indicated on the remittance stub by **10/07/06**

NOTICE: Checks returned for insufficient funds shall have a \$33.00 penalty added to the amount due. A Waste
Collector Permit will not be issued until the amount due, including previous balances and penalties, if any, has been paid
in full. A Waste Collector Permit also will not be issued unless a valid \$2,500 waste collector performance
bond or equivalent security is on file with this agency. If you have any questions, please call (626) 430-5569 and ask for
Cindy Chen or Hung Vo

Ken Murray
Chief of Solid Waste Management Program



JOHNATHAN E. FIELDING, M.D., M.P.H.
Acting Director and Health Officer

JOHN F. SCHUNHOFF, Ph.D.
Acting Chief Deputy

Environmental Health
ARTURO AGUIRRE, R.E.H.S., M.A.
Director of Environmental Health

Bureau of Environmental Protection
RICHARD WAGENER, Director

Solid Waste Management Program/L.A. County LEA
Ken Murray, Chief R.E.H.S.
5050 Commerce Drive, Baldwin Park, California 91706-1423
TEL (626) 430-5540 - FAX (626) 813-3022
www.lapublichealth.org/eh



BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

September 7, 2006

SHELTERCLEAN, INC
2514 NORTH NAOMI STREET
BURBANK CA 91504

Company ID No. S0556

The following is a list of items which describe the individual Business and Vehicle Fees for your 2006
Waste Collector Permit.

2006 Business Permit Fee.....	\$930.00
Individual Vehicle Fee.....	\$61.00
Vehicles requiring Permits.....	10
Total Vehicle Fee.....	\$610.00
Current year Business and Vehicle Fee.....	\$1,540.00
Previous Balance.....	\$0.00
AMOUNT DUE (Previous Balance + Current Year Fee).....	\$1,540.00

Make your check or money order payable to: "LOS ANGELES COUNTY TREASURER". Include your
Company ID No. on your check or money order. Retain the top portion of this bill until you receive your 2006
permit. Mail your payment for the amount due to the address indicated on the remittance stub by 10/07/06

NOTICE: Checks returned for insufficient funds shall have a \$33.00 penalty added to the amount due. A Waste
Collector Permit will not be issued until the amount due, including previous balances and penalties, if any, has been paid
in full. A Waste Collector Permit also will not be issued unless a valid \$2,500 waste collector performance
bond or equivalent security is on file with this agency. If you have any questions, please call (626) 430-5569 and ask for
Cindy Chen or Hung Vo

Ken Murray
Chief of Solid Waste Management Program

BUS STOP MAINTENANCE

Insurance

ShelterCLEAN proof of insurances follows.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/7/2006

PRODUCER (212) 669-5400

FAX (212) 566-6714

Risk Strategies Company

15 Broadway

Suite 402

New York

NY 10006

INSURED

ShelterCLEAN, Inc.

2514 N. Naomi Street

Burbank

CA 91504

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Axis Specialty Insurance

INSURER B: Travelers Ind Co of CT

INSURER C: State Comp Ins Fund of CA

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR (ADD'L LTR)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	EAP712023-06*	3/1/2006	1/1/2007	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY	B106754B856TCT06	2/15/2006	1/1/2007	PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				Retention 100,000
	<input type="checkbox"/> ALL OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
	EXCESS/UMBRELLA LIABILITY				AUTO ONLY: AGG \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
	<input type="checkbox"/> DEDUCTIBLE				AGGREGATE \$
	<input type="checkbox"/> RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1807650	1/1/2006	1/1/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

*Cancellation is amended to 10 days notice for non-payment. Certificate holder is included as additional insured as respects General Liability for work performed by the insured under the contract for Los Angeles County-Unincorporated North Area.

CERTIFICATE HOLDER**CANCELLATION**

LAC Dept. of Public Works
Att: Angelica Maldonado
Administrative Services Division
P.O. Box 1460
Alhambra, CA 91802-1460

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Michael Christian/LF

M. C. Christian

ACORD 25 (2001/08)

INS025 (0108) 06 AMS

VMP Mortgage Solutions, Inc. (800)327-0545

© ACORD CORPORATION 1988

LOS ANGELES COUNTY CODE

Chapter 2.201

Living Wage Program

2.201.010 Findings. The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services, thereby placing an additional burden on the county of Los Angeles. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions. The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect. This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.60 Employer retaliation prohibited. No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor/controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights. In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter, a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and Remedies. For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the State of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - 3. Recommend to the board of supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501 (c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 - 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 - 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.100 Severability. If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ordinance No. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.

P:\ASPUB\CONTRACTMASTER\IRFP FORMATS\EXHIBITS.DOC 02/2001

not applicable

FORM LW-2

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name:			
Company Address:			
City:		State:	Zip Code:
Telephone Number:	Facsimile Number:	Email Address:	
Awarding Department:			Contract Term:
Type of Service:			
Contract Dollar Amount:			Contract Number (if any):

I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and **SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194**;

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (*you must attach the IRS Determination Letter*).
- ☐ My business is a Small Business (*as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return*) which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full- and part-time employees; AND
 - ☐ Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
 - ☐ Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); AND
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; OR
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:	
SIGNATURE:		DATE:

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- ☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule: _____

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

- ☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

- ☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- ☒ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$8.32 per hour** per employee.

\$1.18/
hr

Health Plan(s): KAISER PERMANENTE

Company Insurance Group Number: 227527

Health Benefit(s) Payment Schedule:

☒ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: <u>ShelterCLEAN, Inc.</u>	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: <u><i>Pamela Garvin</i></u>	DATE: <u>Sept. 20, 2006</u>
PLEASE PRINT NAME: <u>PAMELA GARVIN</u>	TITLE OR POSITION: <u>CONTROLLER</u>

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

- ☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☒ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☐ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- ☒ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

- ☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Shelter CLEAN, INC.
Owner's/Agent's Authorized Signature

Shelter CLEAN, INC.
Print Name of Firm

PAVELA GARVIN, CONTROLLER
Print Name and Title

Sept. 29, 2006
Date

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☒ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm: SHELTERCLEAN, INC.	Print Name of Owner:
Print Address of Firm: 2514 North Naomi Street	Owner's/AGENT's Authorized Signature:
City, State, Zip Code BURBANK, CA 91504	Print Name and Title: ALAN MUDGE, GENERAL MANAGER

Public Entity Name	DEPARTMENT OF INDUSTRIAL RELATIONS
Public Entity Address:	Street Address: 6150 VAN NUYS BL. RM 206
	City, State, Zip: VAN NUYS, CA 91401
Case Number/Date Claim Opened:	Case Number: ★
	Date Claim Opened: JULY 2004
Name and Address of Claimant:	Name: ELLIOTT LOPEZ
	LKA:
	Street Address: 14845 ERWIN STREET, APT. #1
	City, State, Zip: VAN NUYS, CA 91411
Description of Work: (e.g., Janitorial)	
BUS STOP SHELTER JANITORIAL CLEANING	
Description of Allegation and/or Violation:	MR. LOPEZ ALLEGED HIS TERMINATION CHECK WAS NOT AVAILABLE TO HIM AT THE TIME OF HIS DISCHARGE.
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	SHELTERCLEAN WAS FINED APPROXIMATELY \$574.00 for
	DELAYED PROOF OF MAILING.

☒ Additional Pages are attached for a total of _____ pages. ALL RECORDS TO 2004 IN STORAGE--NOT READY AVAILABLE

P:\ASPUB\CONTRACT\MASTER\RFP FORMATS\EXHIBITS.DOC PW Rev. 12/2002 ★

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☒ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm: SHELTERCLEAN, INC.	Print Name of Owner:
Print Address of Firm: 2514 NORTH NAOMI STREET	Owner's/AGENT's Authorized Signature:
City, State, Zip Code BURBANK, CA 91504	Print Name and Title: ALAN MUDGE, GENERAL MANAGER

Public Entity Name	DEPARTMENT FAIR EMPLOYMENT AND HOUSING
Public Entity Address:	Street Address: 611 W. SIXTH STREET SUITE 1500
	City, State, Zip: LOS ANGELES, CA 90017
Case Number/Date Claim Opened:	Case Number: E200506S0509-00-pe
	Date Claim Opened: SEPTEMBER 2005
Name and Address of Claimant:	Name: JOSE GUILLERMO MORENO
	Street Address: 3024 N. GAGE AVE.
	City, State, Zip: EL MONTE, CA 91731
Description of Work: (e.g., Janitorial)	BUS STOP SHELTER JANITORIAL CLEANING AND MINOR REPAIRS
Description of Allegation and/or Violation:	MR. MORENO ALLEGED HE WAS NOT GIVEN A RAISE DUE TO HIS WORK RELATED INJURY.
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	THE DEEH FOUND NO BASIS FOR COMPLAINT.

☒ Additional Pages are attached for a total of 3 pages.

STATE OF CALIFORNIA - STATE AND CONSUMER SERVICES AGENCY

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

611 West Sixth Street, Suite 1500, Los Angeles, CA 90017
(213) 439-6799 (800) 700-2320 Fax (213) 439-6

ARNOLD SCHWARZENEGGER, Governor



July 12, 2006

JOSE G. MORENO
3024 N. Gage Ave.
El Monte, CA 91731RE: E200506S0509-00-pe/37AA510512
MORENO/SHELTER CLEAN

Dear JOSE G. MORENO:

NOTICE OF CASE CLOSURE

The consultant assigned to handle the above-referenced discrimination complaint that was filed with the Department of Fair Employment and Housing (DFEH) has recommended that the case be closed on the basis of: No Probable Cause To Prove A Violation Of The Statute.

Please be advised that this recommendation has been accepted and the case has been closed effective July 11, 2006.

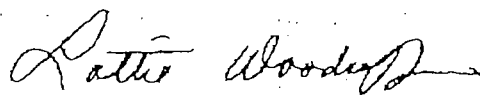
This letter is also your Right-To-Sue Notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. This is also applicable to DFEH complaints that are filed under, and allege a violation of Government Code section 12948 which incorporates Civil Code sections 51, 51.7, and 54. The civil action must be filed within one year from the date of this letter. However, if your civil complaint alleges a violation of Civil Code section 51, 51.7 or 54, you should consult an attorney about the applicable statutes of limitation. If you signed a settlement agreement resolving your complaint, it is likely that you have waived your right to file a private lawsuit.

Notice of Case Closure
Page Two

This case may be referred to the U.S. Equal Employment Opportunity Commission for further review. If so, pursuant to Government Code section 12965, subdivision (d)(1), your right to sue will be tolled during the pendency of EEOC's review of your complaint.

The Department of Fair Employment and Housing does not retain case files beyond three years after a complaint is filed, unless the case is still open at the end of the three-year period.

Sincerely,



Lottie Woodruff
District Administrator

cc: Case File

Taylor S. Ball
Attorney
SHELTER CLEAN
11377 West Olympic Blvd.
Los Angeles, CA 90064

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☒ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm: SHELTERCLEAN, INC.	Print Name of Owner:
Print Address of Firm: 2514 NORTH NAOMI STREET	Owner's/AGENT's Authorized Signature:
City, State, Zip Code BURBANK, CA 91504	Print Name and Title: ALAN MUDGE, GENERAL MANAGER

Public Entity Name	U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Public Entity Address:	Street Address: 255 E. TEMPLE STREET, 4TH FLOOR City, State, Zip: LOS ANGELES, CA 90012
Case Number/Date Claim Opened:	Case Number: 37A-2005-10512 Date Claim Opened: SEPTEMBER 2005
Name and Address of Claimant:	Name: JOSE GUILLERMO MORENO Street Address: 3024 N. GAGE AVENUE City, State, Zip: EL MONTE, CA 91731
Description of Work: (e.g., Janitorial)	BUS STOP SHELTER JANITORIAL CLEANING AND MINOR REPAIRS.
Description of Allegation and/or Violation:	MR. MORENO ALLEGED HE WAS DISCRIMINATED AGAINST DUE TO HIS WORK RELATED INJURY BY NOT BEING GIVEN A PAY INCREASE.
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	THE EEOC AGREED THERE WAS NO BASIS FOR COMPLAINT AND ADOPTED THE FINDING OF THE DFEH.

☒ Additional Pages are attached for a total of 2 pages.

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

DISMISSAL AND NOTICE OF RIGHTS

To: Jose G. Moreno
3024 N. Gage Ave.
El Monte, CA 91731

From: Los Angeles District Office - 480
255 E. Temple St. 4th
Los Angeles, CA 90012

☐

On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.

EEOC Representative

Telephone No.

Legal Officer of the Day

37A-2005-10512

(213) 894-1000

THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:

☐

The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.

☐

Your allegations did not involve a disability as defined by the Americans With Disabilities Act.

☐

The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.

☐

Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge.

☐

Having been given 30 days in which to respond, you failed to provide information, failed to appear or be available for interviews/conferences, or otherwise failed to cooperate to the extent that it was not possible to resolve your charge.

☐

While reasonable efforts were made to locate you, we were not able to do so.

☐

You were given 30 days to accept a reasonable settlement offer that affords full relief for the harm you alleged.

☐

The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.

☒

The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.

☐

Other (briefly state)

- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, and/or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit **must be filed WITHIN 90 DAYS of your receipt of this notice**; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a state claim may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

On behalf of the Commission

Enclosures(s)

Olophius E. Perry,
District Director

Aug. 3, 2006

(Date Mailed)

cc: Executive Officer, on behalf of
SHELTER CLEAN
2514 Naomi Street
Burbank, CA 91504

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: SHELTERCLEAN, INC.Name of Proposer's Health Plan: KAISER PERMANENTEDate: JULY 1, 2005

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS SEE BENEFITS SUMMARY ATTACHED	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N <input type="radio"/> Y <input type="radio"/> N <input type="radio"/> Y <input type="radio"/> N <input type="radio"/> Y <input type="radio"/> N	\$208.42 \$0 \$0 \$0	DEPENDENT Coverage VOLUNTARY
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N 100% <input type="radio"/> Y <input type="radio"/> N } <input type="radio"/> Y <input type="radio"/> N } 0% <input type="radio"/> Y <input type="radio"/> N }	\$ 208.42 \$ \$ \$	VOLUNTARY DEPENDENT COVERAGE PAID BY EMPLOYEE
Any Annual Deductible? Per Person Per Family	<input type="radio"/> Y <input checked="" type="radio"/> N <input type="radio"/> Y <input checked="" type="radio"/> N	\$ \$	MAXIMUM CO-PAY
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	<input checked="" type="radio"/> Y <input type="radio"/> N <input checked="" type="radio"/> Y <input type="radio"/> N	\$ 1500.00 \$ 3000.00	
Any Lifetime Maximum? Per Person Per Family	<input type="radio"/> Y <input checked="" type="radio"/> N <input type="radio"/> Y <input checked="" type="radio"/> N	\$ \$	
Ambulance coverage	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	\$50 CO PAY
Doctor's Office Visits	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	\$30 co pay
Emergency Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	Co. Pay Applies
Home Health Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	↓
Hospice Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Hospital Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Immunizations	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Maternity	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Mental Health	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Mental Health In-Patient Coverage	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	

LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	(Y) N	\$	Member Co Pay Applies
Physical Therapy	(Y) N	\$	
Prescription Drugs	(Y) N	\$	
Routine Eye Examinations	Y (N)	\$	
Skilled Nursing Facility	(Y) N	\$	
Surgery	(Y) N	\$	
X-Ray and Laboratory	(Y) N	\$	

Under this health plan, a full time employee:

- ☒ Becomes eligible for health insurance coverage after 90 days of employment.
- ☐ Is defined as an employee who is employed more than ____ hours per week.

OTHER BENEFITS:

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 7 DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 10 DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS 8 DAYS.

YOUR BENEFITS

227527 ShelterClean, Inc.

4145490.7.1.S000048514

Disclosure Form Part One — Principal Benefits for Kaiser Permanente Traditional Plan (7/1/06—6/30/07)

The Services described below are covered only if all the following conditions are satisfied:

- The Services are Medically Necessary
- The Services are provided, prescribed, authorized, or directed by a Plan Physician and you receive the Services from Plan Providers inside our Service Area, except where specifically noted to the contrary in the *Evidence of Coverage* for authorized referrals, Emergency Care, Post-stabilization Care, Out-of-Area Urgent Care, and emergency ambulance Services

Annual Out-of-Pocket Maximum for Certain Services	
For any one Member	\$1,500 per calendar year
For an entire Family Unit of two or more Members	\$3,000 per calendar year
Deductible or Lifetime Maximum	None
Coordination of Benefits	Included
Professional Services (Plan Provider office visits)	You Pay
Primary and specialty care visits (includes routine and urgent care appointments)	\$30 per visit
Routine preventive physical exams	\$30 per visit
Well-child preventive care visits (0-23 months)	No charge
Family planning visits	\$30 per visit
Scheduled prenatal care and first postpartum visit	No charge
Eye exams	\$30 per visit
Hearing tests	\$30 per visit
Physical, occupational, and speech therapy visits	\$30 per visit
Outpatient Services	You Pay
Outpatient surgery	\$30 per procedure
Allergy injection visits	\$5 per visit
Allergy testing visits	\$30 per visit
Immunizations	No charge
X-rays and lab tests	No charge
Health education	\$30 per individual visit
	No charge for group visits
Hospitalization Services	You Pay
Room and board, surgery, anesthesia, X-rays, lab tests, and drugs	\$100 per admission
Emergency Health Coverage	You Pay
Emergency Department visits	\$50 per visit (does not apply if admitted directly to the hospital as an inpatient)
Ambulance Services	You Pay
Ambulance Services	\$50 per trip

to be continued

continued

Prescription Drug Coverage		You Pay
Most covered outpatient items in accord with our drug formulary from Plan Pharmacies or from our mail order program:		
Generic items from a Plan Pharmacy		\$10 for up to a 30 day supply, \$20 for a 31–60 day supply, or \$30 for a 61–100 day supply
Refills from our mail order program		\$20 for up to a 100 day supply
Brand name items from a Plan Pharmacy		\$30 for up to a 30 day supply, \$60 for a 31–60 day supply, or \$90 for a 61–100 day supply
Refills from our mail order program		\$60 for up to a 100 day supply
Durable Medical Equipment		You Pay
Most covered durable medical equipment for home use in accord with our DME formulary		20% Coinsurance
Mental Health Services		You Pay
Inpatient psychiatric care (up to 30 days per calendar year)		\$100 per admission
Outpatient visits:		
Up to a total of 20 individual and group therapy visits per calendar year		\$30 per individual therapy visit
Up to 20 additional group therapy visits that meet the Medical Group criteria in the same calendar year		\$15 per group therapy visit
Note: Visit and day limits do not apply to serious emotional disturbances of children and severe mental illnesses as described in the <i>Evidence of Coverage</i> .		\$15 per group therapy visit
Chemical Dependency Services		You Pay
Inpatient detoxification		\$100 per admission
Outpatient individual therapy visits		\$30 per visit
Outpatient group therapy visits		\$5 per visit
Transitional residential recovery Services (up to 60 days per calendar year, not to exceed 120 days in any five-year period)		\$100 per admission
Home Health Services		You Pay
Home health care (up to 100 two-hour visits per calendar year)		No charge
Other		You Pay
Skilled nursing facility care (up to 100 days per benefit period)		No charge
All covered Services related to infertility treatment		50% Coinsurance
Hospice care		No charge

This is a summary of the most frequently asked-about benefits. This chart does not explain benefits, exclusions, or limitations, and it does not list all benefits, Copayments, and Coinsurance. For a complete explanation, please refer to the *Evidence of Coverage*. Please note that we provide all benefits required by law (for example, diabetes testing supplies).

D:\CONTRACTS\REVISED COST METHODOLOGY.XLS

P:\CONTRACTS\REVISED COST METHODOLOGY.XLS

Required Proposal Forms

RFP Forms List

The required forms are included in this section:

- PW-1 Verification of Proposal**
- PW-2 Schedule of Prices**
- PW-3 County of Los Angeles Contractor Employee Jury Service Program Application**
- PW-4 Contractor's Industrial Safety Record**
- PW-5 Conflict of Interest Certification**
- PW-6 Proposer's Reference List**
- PW-7 Proposer's Equal Opportunity Certification**
- PW-8 List of Subcontractors**
- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program
Consideration and CBE Firm/Organization Information Form**
- PW-10 GAIN/GROW Employment Commitment**
- PW-11 Transmittal Form to Request and RFP Solicitation Requirements Review**
- PW-12 Charitable Contributions Certifications**
- LW-1 Los Angeles County Code Chapter 2.201-Living Wage Program**
- LW-2 Living Wage Ordinance-Application for Exemption**
- LW-3 Contractor Living Wage Declaration**
- LW-4 Living Wage Acknowledgment and Statement of Compliance**
- LW-5 Labor/Payroll/Debarment History**
- LW-6 Guidelines for Assessment of Proposed Labor/Payroll Violations**
- LW-7 Proposer's Medical Plan Coverage**
- LW-8 Proposer's Cost Methodology (both areas)**

VERIFICATION OF PROPOSAL

FORM PW-1

DATE: 9/20, 2006		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: Curbside Refuse Collection & Disposal RFP 2006-PA005			
DECLARANT INFORMATION			
3. NAME OF DECLARANT: Stan Brettschneider			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).			
5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: Vice President			
PROPOSER INFORMATION			
6. Proposer's full legal name: ShelterCLEAN, Inc.		Telephone No.: 818.846.1300	
Address: 2514 N. Naomi St., Burbank, CA 91504		Fax No.: 818.846.3242	
e-mail: info@shelterclean.com	County Web Ven No.: 11291601	IRS No.: 11-3558747	Business License No.:
7. Proposer's fictitious business name(s) or dba(s) (if any): n/a			
County(s) of Registration: n/a		State:	Year(s) became DBA: n/a
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor		Name of Proprietor:	
<input checked="" type="checkbox"/> A corporation:		Corporation's principal place of business: 2514 N. Naomi St., Burbank, CA 91504	
		State of incorporation: California	
		Year incorporated: 1989	
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts		President/CEO:	
		Secretary:	
<input type="checkbox"/> A general partnership:		Names of partners:	
<input type="checkbox"/> A limited partnership:		Name of general partner:	
<input type="checkbox"/> A joint venture of:		Names of joint venturers:	
<input type="checkbox"/> A limited liability company:		Name of managing member:	
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Jerome Cooper	Title President	Phone 516.881.3535	Fax 516.881.3555
Street 444 Merrick Rd.	City Lynbrook	State NY	Zip 11563
Name(s) Stan Brettschneider	Title Vice President	Phone 516.881.3545	Fax 516.881.3555
Street 444 Merrick Rd.	City Lynbrook	State NY	Zip 11563
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
If yes, name of parent firm: GTJ Company, Inc.			
State of incorporation/registration of parent firm: New York			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s):			
Name(s):		Year of name change:	
Name(s):		Year of name change:	
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, indicate the associated company's name:			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. CHECK ONE: <input checked="" type="checkbox"/> (a) I am making these representations on my personal knowledge; OR <input type="checkbox"/> (b) I am making these representations based on information and belief that they are true.			
I declare under penalty of perjury under the laws of California that the foregoing is true and correct.			
Signature of Proposer or Authorized Agent: Stan Brettschneider			Date: 9/20/2006
Type name and title: Stan Brettschneider, Vice President			

SCHEDULE OF PRICES

FOR

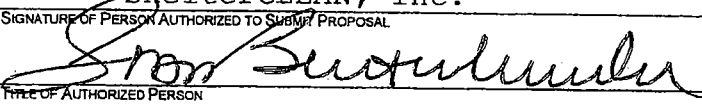
PUBLIC CURBSIDE REFUSE CONTAINER COLLECTION AND DISPOSAL SERVICES FOR
FLORENCE/FIRESTONE/WALNUT PARK AREA (2006-PA005)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer shall furnish all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

PLEASE NOTE: DISPOSAL FEES SHALL BE FACTORED IN PROPOSED ANNUAL PRICE.

ITEM NO.	DESCRIPTION	GROUP PRICE FOR A TOTAL OF 87 RECEPTACLES	NO. OF MONTHS	PROPOSED ANNUAL PRICE
1.	Public Curbside Refuse Container Collection, Transport and Disposal Services once each calendar week for the Florence/Firestone/Walnut Park Area for 87 receptacles.	\$ 21,550.96	X 12	\$258,611.60
TOTAL PROPOSED ANNUAL PRICE FOR ITEM NO. 1				\$258,611.60

ADDITIONAL AS-NEEDED PUBLIC CURSIDE RECEPTACLES	
DESCRIPTION	PRICE PER RECEPTACLE
Proposed monthly amount for each added receptacle beyond Scope of Work, Exhibit A, C.1.A Work Description	\$ 247.50

LEGAL NAME OF PROPOSER ShelterCLEAN, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON Vice President		
DATE 9/20/2006	STATE CONTRACTOR'S LICENSE NUMBER 805534	LICENSE TYPE C61/D34/D42
PROPOSER'S ADDRESS: 2514 N. Naomi Street, Burbank, CA 91504		
PHONE 818.846.1300	FACSIMILE 818.846.3242	E-MAIL info@shelterclean

SCHEDULE OF PRICES

FOR

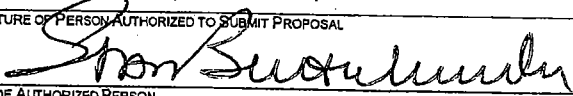
PUBLIC CURBSIDE REFUSE CONTAINER COLLECTION AND DISPOSAL SERVICES FOR
ROAD MAINTENANCE DISTRICT 3 AREA (2006-PA005)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer shall furnish all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

PLEASE NOTE: DISPOSAL FEES SHALL BE FACTORED IN PROPOSED ANNUAL PRICE.

ITEM NO.	DESCRIPTION	GROUP PRICE FOR A TOTAL OF 65 RECEPTACLES	NO. OF MONTHS	PROPOSED ANNUAL PRICE
1.	Public Curbside Refuse Container Collection, Transport and Disposal Services once each calendar week for Road Maintenance District 3 Area for 65 receptacles.	\$ 16,031.05	X 12	\$ 192,372.70
TOTAL PROPOSED ANNUAL PRICE FOR ITEM NO. 1				\$ 192,372.70

ADDITIONAL AS-NEEDED PUBLIC CURSIDE RECEPTACLES	
DESCRIPTION	PRICE PER RECEPTACLE
Proposed monthly amount for each added receptacle beyond Scope of Work, Exhibit A, C.1.A Work Description	\$ 247.50

LEGAL NAME OF PROPOSER ShelterCLEAN, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON Vice President		
DATE 9/20/2006	STATE CONTRACTOR'S LICENSE NUMBER 805534	LICENSE TYPE C61/D34/D42
PROPOSER'S ADDRESS: 2514 N. Naomi Street, Burbank, CA 91504		
PHONE 818.846.1300	FACSIMILE 818.846.3242	E-MAIL info@shelterclean.c

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: ShelterCLEAN, Inc.		
Company Address: 2514 N. Naomi St.		
City: Burbank	State: CA	Zip Code: 91504
Telephone Number: 818.846.1300		
(Type of Goods or Services): Bus stop maintenance		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

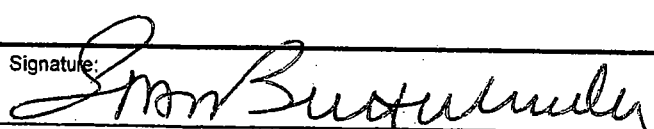
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Stan Brettschneider	Title: Vice President
Signature: 	Date: 9/20/2006

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: PUBLIC CURBSIDE REFUSE CONTAINER COLLECTION AND DISPOSAL SERVICES FOR FLORENCE/FIRESTONE/WALNUT PARK AREA AND ROAD MAINTENANCE DISTRICT 3 AREA (2006-PA005)

SERVICE BY PROPOSER Bus stop maintenance, trash collection, and repairs
 PROPOSAL DATE: 9/20/2006

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2001	2002	2003	2004	2005	Total	Current Year to Date @ 07/31
1. Number of contracts.	9	8	10	11	11		11
2. Total dollar amount of Contracts (in thousands of dollars).	2840	3131	3414	4554	4966		3029
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	2	2	3	15	9	31	4
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	42	172	478	278	99	1069	11

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

PAMELA GARVIN

Name of Proposer or Authorized Agent (print)

Pamela Garvin

Signature

Sept. 20, 2006

Date

CONFLICT OF INTEREST CERTIFICATION

I, Stan Brettschneider

- ☐ sole owner
☐ general partner
☐ managing member
☒ President, Secretary, or other proper title) Vice President

of ShelterCLEAN, Inc.

Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

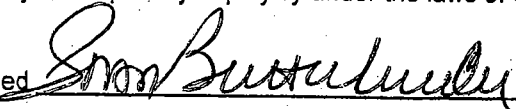
Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed

Date 9/20/2006

PROPOSER'S REFERENCE LIST

FORM PW-6

PROPOSED CONTRACT FOR: ILLEGAL DUMPING AND DISPOSAL SERVICES FOR FLORENCE/FIRSTONE/WALNUT PARK, ATHENS/WOODCREST/OLIVITA AND MESA HEIGHTS AREAS

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and email addresses before listing. Incorrect names, telephone and/or fax numbers, or email addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: Bus Stop Maintenance	DATES: 4/1/03-present
DEPT/DISTRICT: South & North Unincorporated	
CONTACT: Fred Wong	
TELEPHONE: 626.458.3907	
FAX: 626.979.5313	
EMAIL: frwong@ladpw.org	

SERVICE:	DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
EMAIL:	

SERVICE:	DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
EMAIL:	

SERVICE:	DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
EMAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Bus stop	DATES: 12/1/03-present
AGENCY/FIRM: OCTA	
ADDRESS: 550 S. Main St., Orange CA	
CONTACT: Bill Batory	
TELEPHONE: 714.560.5912	
FAX: 714.560.5391	
EMAIL: bbatory@octa.net	

SERVICE: Bus/shelter	DATES: 1989-present
AGENCY/FIRM: CBS Outdoor/Decaux	
ADDRESS: 1731 Workman St, LA 90031	
CONTACT: Francois Nion/Jim Johnson	
TELEPHONE: 323.276.7543/323.276.7200	
FAX: 323.276.7531/323.222.9048	
EMAIL: francois.nion@cbsdecaux.com james.johnson@cbsoutdoor.com	

SERVICE: bus stops	DATES: 1990-2000 4/1/06-present
AGENCY/FIRM: Phoenix Public Transit	
ADDRESS: 302 N. First St., Phoenix AZ	
CONTACT: Chuck Italiano	
TELEPHONE: 602.256.3211	
FAX: 602.534.0879	
EMAIL: chuck.italiano@phoenix.gov	

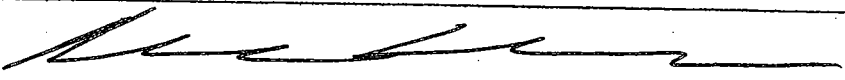
SERVICE: Transit ctr.	DATES: 10/1/98-present
AGENCY/FIRM: LADOT	
ADDRESS: 221 N. Figueroa St., LA 90012	
CONTACT: Yanna Loewy	
TELEPHONE: 213.580.5421	
FAX: 213.580.5458	
EMAIL: yanna.loewy@lacity.org	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	SHELTERCLEAN, INC.
Address	2514 NORTH NAOMI STREET BURBANK, CA 91504
Internal Revenue Service Employer Identification Number	11-3558747

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	ShelterCLEAN, Inc.	
Authorized representative	Alan Mudge, General Manager	
Signature		Date 9-20/06

LIST OF SUBCONTRACTORS

The proposer is required to fill in the following blanks.

Subcontractors listed must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

[illegible]

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: SHELTERCLEAN INC.

My County (WebVen) Vendor Number: 11291601

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 88						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			1	0	2	0
Hispanic/Latino			6	4	50	20
Asian or Pacific Islander			0	0	0	0
American Indian			0	0	0	0
Filipino			0	0	1	0
White			4	0	0	0


III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed. N/A

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.) N/A

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title:	Date:
--------------------------------------------------------------------------------------------------------------	--------	-------

GAIN/GROW EMPLOYMENT COMMITMENT

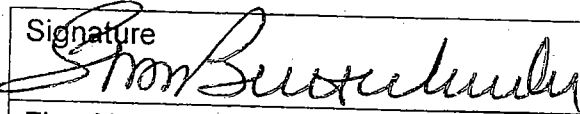
The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

- ☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title vice President
Firm Name ShelterCLEAN, Inc.	Date 9/20/2006

Not applicable

FORM PW-11

TRANSMITTAL FORM TO REQUEST AN REP SOLICITATION REQUIREMENTS REVIEW

*A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document*

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review.
(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name) (Title)

For County use only

Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	
Results of Review - Comments: _____	

Date Response sent to Proposer: _____	

CHARITABLE CONTRIBUTIONS CERTIFICATION

ShelterCLEAN, Inc.

Company Name

2514 North Naomi Street, Burbank, CA 91504

Address

11-3558747

Internal Revenue Service Employer Identification Number

n/a

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

(xx)

()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

()

()

9/20/2006

Signature

Date

Stan Brettschneider, Vice President

Name and Title (please type or print)

Record Keeping

How Hours are Tracked

LADPW-Where do firm's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite? If the latter is firm's practice/process, when does the firm consider the employees' shift to have started? At a central site or upon arrival at the work location?

SCI-ShelterCLEAN, Inc. employees report to work at one of two company offices that they are permanently assigned to, either Burbank or Signal Hill.

LADPW-How does firm know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method.

SCI-Each location is equipped with a manual time clock near the entry door.

Individual timecards are clearly marked with employees name and the start date of the week and kept by the time clock in a card rack designed for timecards.

Each employee is responsible for time punch on arrival and shift end departure.

Supervisors are available to make corrections if an employee forgets to punch timecard, as well as hand out the day's assignment and any necessary supplies.

LADPW-What records are created to document the beginning and ending times of employee's actual work shifts? What records are maintained by the firm of actual time worked? Are the records maintained daily or at another interval (indicate the interval)? Who creates these records (e.g., employee, supervisor, or office staff? Who checks the records and what are they checking for? What happens to these records? Are they used as a source document to create firm's payroll?

SCI-ShelterCLEAN, Inc. utilizes a manual time clock/timecard system.

Each employee is given an individual timecard that he/she is responsible for creating the record of his/her time in and time out. This is done by depressing a button on the face of the time clock that makes an ink impression of the automated date and time on the timecard. The timecard has a block area for each day of the week and each employee is expected to time stamp in and out on a daily basis.

BUS STOP MAINTENANCE

The timecards are collected by the Manager/Supervisor at the end of the week and the employees review their timecard for completeness. If there are any discrepancies, the employee is to bring it to the Supervisors attention and have it corrected prior to signing the timecard.

The employee timecards are then reviewed by the Manager, checking for completeness as well as any overtime, absences, tardies, and any other irregularities. The timecards then go the payroll department as a source document to generate a summary report of hours worked for each employee. The summary report is used for data entry purposes to create payroll checks for each employee.

The timecards are then filed in date order and maintained for 7 or 8 years.

- A copy of a timecard record is attached.

LADPW-If the records created in response to subsection A.10., ii. above are not used to create payroll, what is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document, and what do they compare it with prior to approving the source document?

SCI-N/A-This is not applicable due to the fact that our records are the source documents for payroll.

LADPW-How does the firm know that employees take mandated breaks and meal breaks (periods)? Does the firm maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews, and approves such documentation?

SCI-ShelterCLEAN, Inc. Company Policy and Employee Handbook both remark on the importance of breaks and the meal break during the course of a shift.

A shift schedule is distributed by the Manager which indicates the approximate time for breaks and meal break for each shift. Each employee is required to notify the office via the vehicle's two-way radio system that they are taking their meal break. Each employee's route assignment sheet has a section for daily time recording, including break times, which the employee is to fill out during the course of their shift. The employee is preparing their documentation and the Manager reviews the route sheets.

B. How Payroll is Prepared

LADPW-How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? If by check, do they receive a single check for straight time and overtime or are separate payments made? What information is provided on the check (e.g., deductions for taxes, etc.)?

SCI-ShelterCLEAN, Inc. utilizes a computer payroll program that creates an automated check by calculating hours worked by hourly rate.

The pre-set automated overtime categories calculate overtime at 1.5 times base hour rate and double time is calculated at 2 times base hour rate. Payroll checks include all earnings for the period combining straight time and overtime. Payroll checks are generated by the payroll department and distributed at the location to which the employee is assigned. Each payroll check has a stub.

The check shows employee name and address and net amount on a preprinted check. The stub shows current and year to date earnings and all deductions by titled category.

- A copy of a payroll check and payroll check stubs are attached to illustrate the earnings and deduction information provided to each employee.

LADPW-If the firm uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?

SCI-ShelterCLEAN, Inc. utilizes an automated payroll system that requires manual data entry for the hours worked for each employee.

The steps taken to create a payroll check are as follows;

Individual timecards are presented to the payroll department each week

Daily hours worked are calculated for straight time, overtime, vacation, sick/personal

Total hours are recorded on a summary sheet which contains each employees name, department and earnings category

BUS STOP MAINTENANCE

The summary sheet is used to enter hours data into the payroll computer program

A review of the data entered is conducted for accuracy prior to entering the automated command to calculate and generate a payroll check

Our employees do not have multiple wage rates.

If the L.A. County living wage is paid to an employee for county contract work, the employee is paid that same hour wage rate for non-county work.

LADPW-If firm uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. If the employee has multiple wage rates (Le., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? Is it embedded in the software program or does someone have to override the system to perform the calculation?

SCI-ShelterCLEAN, Inc. does not distinguish non-county contract work versus county contract work for purposes of determining hourly wage rate. Employees paid the L.A. County living wage earn that same hourly wage rate for all work performed.

ShelterCLEAN, Inc. does not contract payroll services to an outside firm.

LADPW-How is travel time during an employee's shift paid? At what rate is such travel time paid if the employee has multiple wage rates? Discuss how the firm calculates the day's wages for each situation described in the following two examples:

1) during a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate, and 2) during a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.

SCI-N/A-ShelterCLEAN, Inc. does not separate travel time during an employee's shift.

ShelterCLEAN, Inc. employees are considered on the clock daily from the earliest time stamp on their timecard when they arrive at their assigned company office until they time stamp their timecard at the end of shift.

LADPW-How does the firm calculate overtime wages? What if the employee has multiple wage rates?

BUS STOP MAINTENANCE

SCI-ShelterCLEAN, Inc. adheres to the State of California labor law requiring overtime be calculated at one and a half (1.5) times the base hour rate on hours worked in excess of eight (8) in a day and at two (2) times the base rate on hours worked in excess of twelve (12) in a day.

ShelterCLEAN, Inc. does not have multiple wage rates.

ShelterCLEAN, Inc. pays the higher of any mandated hour rate for all hours worked.

NO.

ALFREDO BARRIGA
SHD
7/31/06

NAME

COPY

EXTRA TIME		REGULAR TIME	
MONDAY	A.M.	IN	06 JUL 31 05:52
	NOON	IN	
	P.M.	IN	06 JUL 31 14:33
TUESDAY	A.M.	IN	06 AUG 01 05:52
	NOON	IN	
	P.M.	IN	06 AUG 01 15:30
WEDNESDAY	A.M.	IN	06 AUG 02 05:57
	NOON	IN	
	P.M.	IN	06 AUG 02 14:33
THURSDAY	A.M.	IN	06 AUG 03 05:54
	NOON	IN	
	P.M.	IN	06 AUG 03 14:30
FRIDAY	A.M.	IN	06 AUG 04 05:52
	NOON	IN	
	P.M.	IN	06 AUG 04 14:32
SATURDAY	A.M.	IN	
	NOON	IN	
	P.M.	IN	
SUNDAY	A.M.	IN	
	NOON	IN	
	P.M.	IN	
TOTAL		TOTAL	

Tops FORM 1259 (M-33)

MADE IN U.S.A.

8/4/06 AB

NO.

GABRIEL CALVILLO
SHD
7/31/06

NAME

EXTRA TIME		REGULAR TIME	
MONDAY	A.M.	IN	06 JUL 31 05:56
	NOON	IN	
	P.M.	IN	06 JUL 31 14:32
TUESDAY	A.M.	IN	06 AUG 01 05:56
	NOON	IN	
	P.M.	IN	06 AUG 01 14:33
WEDNESDAY	A.M.	IN	06 AUG 02 05:57
	NOON	IN	
	P.M.	IN	06 AUG 02 14:35
THURSDAY	A.M.	IN	06 AUG 03 05:07
	NOON	IN	
	P.M.	IN	06 AUG 03 14:32
FRIDAY	A.M.	IN	06 AUG 04 05:54
	NOON	IN	06 AUG 04 14:33
	P.M.	IN	
SATURDAY	A.M.	IN	
	NOON	IN	
	P.M.	IN	
SUNDAY	A.M.	IN	
	NOON	IN	
	P.M.	IN	
TOTAL		TOTAL	

TOTAL

TOTAL

Tops FORM 1259 (M-33)

MADE IN U.S.A.

8/4/06

22970

BARRIGA TORRES, ALFREDO Check# 22970 08/10/06 Period: 7/31/06-08/06/06

	Qty	Rate	Period	YTD		Period	YTD
BONUS/9008S			0.00	345.00	Federal w/h	20.66	621.58
CONFIDENTIAL					Social Sec	26.43	829.32
					Medicare	6.18	193.89
					State	3.37	104.42
Regular	40.00	10.27	410.80	10881.06	CASDI 0.8000%	53.41	106.99
Overtime	1.00	15.41	15.41	232.16			
Sick	0.00	10.27	0.00	19.94			
Vacation	0.00	10.27	0.00	1278.56			
Holiday	0.00	10.27	0.00	648.05			
Gross Pay			426.21	13374.77	Net Pay	366.16	11518.57
Hours Available/YTD Used							

SAFEGUARD

00010000 M01SF012166

TO REORDER CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 800.662.9999

COPY

00010000 M01SF012166

22972

CALVILLO, GABRIEL NIEVE Check# 22972 08/10/06 Period: 7/31/06-08/06/06

	Qty	Rate	Period	YTD		Period	YTD
CONFIDENTIAL					Federal w/h	0.00	0.37
					Social Sec	24.87	817.22
					Medicare	5.82	191.12
Regular	40.00	10.03	401.20	11552.94	CASDI 0.8000%	3.21	105.44
Overtime	0.00	15.05	0.00	709.67			
Sick	0.00	10.03	0.00	238.63			
Vacation	0.00	10.03	0.00	155.84			
Holiday	0.00	10.03	0.00	523.53			
Gross Pay			401.20	13180.64	Net Pay	367.30	12066.46
Hours Available/YTD Used							

SAFEGUARD

00010000 M01SF012166

TO REORDER CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 800.662.9999

COPY

00010000 M01SF012166

23509

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

SHELTERCLEAN, INC.
PAYROLL ACCOUNT
2514 N. NAOMI ST.
BURBANK, CA 91504
(818) 846-1300

WELLS FARGO BANK

23509

16-24(933)/1220

DATE

AMOUNT

PAY
TO THE
ORDER

VOID AFTER 90 DAYS

 **COPY**

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE • RED IMAGE DISAPPEARS WITH HEAT.

⑈023509⑈

23509

Required Proposal Forms

RFP Forms List

The required forms are included in this section:

- PW-1 Verification of Proposal**
- PW-2 Schedule of Prices**
- PW-3 County of Los Angeles Contractor Employee Jury Service Program Application**
- PW-4 Contractor's Industrial Safety Record**
- PW-5 Conflict of Interest Certification**
- PW-6 Proposer's Reference List**
- PW-7 Proposer's Equal Opportunity Certification**
- PW-8 List of Subcontractors**
- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program
Consideration and CBE Firm/Organization Information Form**
- PW-10 GAIN/GROW Employment Commitment**
- PW-11 Transmittal Form to Request and RFP Solicitation Requirements Review**
- PW-12 Charitable Contributions Certifications**
- LW-1 Los Angeles County Code Chapter 2.201-Living Wage Program**
- LW-2 Living Wage Ordinance-Application for Exemption**
- LW-3 Contractor Living Wage Declaration**
- LW-4 Living Wage Acknowledgment and Statement of Compliance**
- LW-5 Labor/Payroll/Debarment History**
- LW-6 Guidelines for Assessment of Proposed Labor/Payroll Violations**
- LW-7 Proposer's Medical Plan Coverage**
- LW-8 Proposer's Cost Methodology (both areas)**

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 631

Bid Title : PUBLIC CURBSIDE REFUS CONTAINER COLLECTION AND DISPOSAL SERVICES FOR FLORENCE / FIRESTONE / WALNUT PARK AREA

Bid Type : Service

Department : Public Works

Commodity : GARBAGE/TRASH REMOVAL AND DISPOSAL SERVICE

Open Date : 8/17/2006

Closing Date : 9/13/2006 5:30 PM

Notice of Intent to Award : [View Detail](#)

Bid Amount : N/A

Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works is seeking proposals for Public Curbside Refuse Container Collection and Disposal Services for Florence/Firestone/Walnut Park Area and Road Maintenance District 3 Area (2006-PA005). The annual cost for the Florence/Firestone/Walnut Park area is estimated to be \$100,000, and the Road Maintenance District 3 area is estimated to be \$50,000. No reimbursement of disposal fees will be provided. The annual estimated costs of both areas include disposal fees. Public Works may recommend the award of a Contract area to one or more of those submitting Proposals. Please note that each area is evaluated and awarded independent of one another.

Minimum Requirement: Proposers must submit a copy of their current Waste Collector's Permit issued by the County of Los Angeles Department of Health Services.

If not enclosed with this letter, the Request for Proposals with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/curbside.pdf> or from Ms. Barbara Baiz at (626) 458-4059, Monday through Thursday, 7 a.m. to 5:30 p.m.

A Proposers' Conference will be held on Wednesday, August 30, 2006, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY. Public Works will reject proposals from those whose attendance cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information. The deadline to submit proposals is Wednesday, September 13, 2006, at 5:30 p.m. Please direct your questions to Ms. Baiz at the number above.

The conference facility complies with the Americans with Disabilities Act (ADA). With four business days' notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458 4081 or TDD at (626) 282 7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Contact Name : BARBARA BAIZ

Contact Phone# : (626) 458-4059

Contact Email : bbaiz@ladpw.org

Last Changed On : 8/16/2006 4:57:56 PM

[Back to Last Window](#)

[Back to Award Main](#)

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: SHELTERCLEAN INC.

My County (WebVen) Vendor Number: 11291601

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☐ I AM

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 88						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			1	0	2	0
Hispanic/Latino			6	4	50	20
Asian or Pacific Islander			0	0	0	0
American Indian			0	0	0	0
Filipino			0	0	1	0
White			4	0	0	0


III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed. N/A

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.) N/A

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title:	Date:
--------------------------------------------------------------------------------------------------------------	--------	-------